This Instrument Was Prepared
By Phillip Saindon Of The Law Firm; Pedigo & Saindon
Stahlman Bldg., Nashville, TN

# Installment Deed

| ADDRESS NEW OWNER(S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP PARCEL NUMBERS |
|---|---|---|
| John M. Hines | Same | 105-B-205 |
| (NAME) 2302-12th Ave. S. | (NAME: | |
| (STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn | (STREET ADDRESS) | 22402/200 |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

BOOK 5965 PAGE 938

FOR AND IN CONSIDERATION of the sum of TWENTY-NINE THOUSAND AND NO/100 ($29,000.00) Dollars, of which SEVEN THOUSAND AND NO/100 ($7,000.00) Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder TWENTY-TWO THOUSAND AND NO/100 ($22,000.00) Dollars,

John M. Hines has executed an installment deed note in the principal amount of $22,000.00 payable to the order of B. N.Foster. Said note being payable in 48 monthly payments, with the first payment of $300.00 being due and payable one month from even date and thereafter on the same day for 46 months alike amount is due and payable and on the same day of the 48th month the entire principal balance, both principal and interest, is due and payable. Said note bears interest at the rate of 12% per annum an interest is included in the monthly payments. *

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed,

B. N. Foster, unmarried

have this day bargained and sold, and do hereby transfer and convey unto the said

John M. Hines, unmarried,

his (~~XXXX~~), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of T. O. Tune's Subdivision, of the W. L. B. Lawrence property, not of record, described as follows:
BEGINNING at the easterly margin of 12th Avenue South, formerly Granny White Pike, at a stone, the southwest corner of W. M. Jordan's lot called Lot No. 17; thence with the easterly margin of said Avenue, southerly 50 feet to the corner of Lots Nos. 1 and 2; thence easterly with the line between said two lots 175 feet to the westerly margin of said proposed alley, northerly 50 feet to the said Jordan's south line; thence with said line westerly 175 feet to the beginning.
BEING the same property conveyed to B. N. Foster by deed from Danny Neal Batson of record in Book 5818, page 226, Register's Office for Davidson County, Tennessee.

*Purchaser will have the privilege of paying $5,000.00 lump sum payments, or more, at anytime. The Note maybe paid in full at any time without penalty.All payments under any conditions to be paid within 48 months.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater for this transfer is $ 29,000.00

Subscribed and sworn to before me, this the 16th day of November 1982

John M. Hines
Affiant

My commission expires: _____ (Affix Seal)

W. Lawrence McGee
Notary Public

This is unimproved ( ) improved ( ) property, known as _____ (House Number) _____ (Street) _____ P. O. Address: _____ (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said John M. Hines, his (~~XXXXX~~) heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered. I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said John M. Hines, his (~~XXXX~~), heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said John M. Hines hereinafter referred to as trustors, hereby transfer and convey unto Phillip Saindon, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustors agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company, or companies, for the sum of $ _____, or at least the maximum insurable value, until the indebtedness herein secured is fully paid, and to have the loss, if any, made payable on the policy, or policies, to said trustee for the benefit of the lawful owner or holder of said indebtedness as his interest may appear.

*Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.*

*Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, shall become due and payable at once, without notice, and the said trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed that, in the event the trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the trustee as follows:*

*1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.*

*2nd. To the payment of all taxes which may be unpaid on said premises.*

*3rd. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.*

*4th. The residue, if any, will be paid to trustors, their order, representatives or assigns.*

BOOK 5965 PAGE 939

*In case of the death, absence, inability, or refusal to act of said trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.*

*The word "Trustors" when used herein shall apply to parties both singular and plural.*

*Witness* our *hand* S. *this* 17 *day of* November, *19* 82, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

B. N. Foster

John M. Hines

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* Phillip Sandlin, *a Notary Public in and for said County and State,* B. N. Foster and John M. Hines

*the within named bargainor* S., *with whom I am personally acquainted, and who acknowledged that* they *executed the within instrument for the purposes therein contained.*

*Witness my hand and official seal at* Nashville, Tennessee *this* 17 *day of* November, *19* 82.

Phillip Sandlin
*Notary Public*

*Commission expires* Jan. 22, 1984

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Before me,* ..... *a Notary Public of the State and County aforesaid, personally appeared* ..... *with whom I am personally acquainted, and who, upon oath, acknowledged* .....*self to be* ..... *of the* ..... *the within named bargainor, a corporation, and that* .....*he as such* ..... *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* .....*self as* .....

*Witness my hand and seal, at office in* .....
*this* .....*day of* ....., *19*.....

*Notary Public*

*Commission expires* .....

FILED
'82 NOV 18 AM 8:27
DAVIDSON COUNTY, TENN.
REGISTER

92826

INSTALLMENT DEED

FROM

B. N. FOSTER

TO

JOHN M. HINES

PLEASE

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-1631
NASHVILLE, TENNESSEE 37208

PEDIGO & SAINDON

**OFFICIAL RECEIPT**
**FELIX Z. WILSON, II**
**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

RECEIVED OF _____

FOR _____

BOOK 5965 PAGE 940

| | | |
|---|---|---|
| CO - CONVEYANCE | CC - CERTIFIED COPY | MISC - MISCELLANEOUS |
| MO - MORTGAGE | REL - RELEASE | CO TX - STATE TAX CONVEY |
| WD - WARRANTY DEED | UCC - UNIFORM COMMERCIAL CODE | MO TX - STATE TAX MORT |
| TD - TRUST DEED | | PRFEE - PROBATE FEE |

| DATE | SYMBOL | VALUATION | TAX AND FEES | TOTAL PAID |
|---|---|---|---|---|
| | | | | |

| | |
|---|---|
| 8940.00- | CO |
| 2800.00- | MO |
| 75.40 | CO TX |
| 20.00 | MO TX |
| .60 | PRFEE |
| 6.00 | MORE |
| CHECK | 101.00- |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 1-7-826

IDENTIFICATION REFERENCE

Nov 19 8 27 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 911022

VA Form 26-6340c (Home Loan)
Revised April 1970. Use optional.
Section 1810, Title 38, U.S.C.
Acceptable to Federal National
Mortgage Association.

re-recorded
BOOK 5965 PAGE 941

This instrument was prepared by:
Patricia S. Spicer, Attorney
1008 Fidelity Federal Bldg.
Nashville, TN 37219

STATE OF TENNESSEE

# DEED OF TRUST

SHORT FORM

BOOK 5960 PAGE 378

Reference is made to a Master Deed of Trust which is recorded in the counties named herein in accordance with the provisions of Tennessee Code Annotated, Title 15, Section 211-214. The Grantors herein adopt the provisions of the Master Deed of Trust all of which are included in this instrument by reference.

THIS INDENTURE, Made this 29th day of October 19[illegible], by and between Stanley E. Marlar and wife, Brenda Ann Marlar

hereinafter jointly and severally designated

Grantor, party of the first part, Delta Title Company

Trustee(s), hereinafter designated Trustee, party of the second part, and
National Mortgage Company, a Tennessee Corporation with principal place of business as 4041 Knight Arnold Road, Memphis, TN 38118

hereinafter designated Holder, party of the third part,

WITNESSETH, That Grantor in consideration of the undertakings hereinafter stated, does hereby, sell, transfer, and convey unto the Trustee, the following described property in Madison , County of Davidson , and State of Tennessee, to wit:

Land in Davidson County, Tennessee, being Lot No. 6 on the plan of Section One, Hedgewood Hills, of record in Book 2900, page 135, Register's Office for said County.

Said Lot No. 6 fronts 120 feet on the easterly margin of Vanoke Drive and extends back 263.6 feet on the northerly line and 251.6 feet on the southerly line to a broken line in the rear, measuring 168.4 feet thereon.

Being the same property conveyed to the Grantors by deed of even date being recorded simultaneously herewith.

Should the Veterans Administration fail or refuse to issue its guaranty in the full amount committed upon by the Veterans Administration under the provisions of the Servicemen's Reajustment Act of 1944, as amended within sixty (60) days from the date this loan would normally become eligible for such guaranty, the holder may declare the indebtness at once due and payable and may foreclose immediately or may excercise any other rights hereunder or take any other proper action as by law provided.

together with the privileges and appurtenances and the rents, issues and profits of the above described property (provided, however, that the Grantor shall be entitled to collect and retain the said rents, issues and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

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The holders of the indebtedness described herein shall [illegible] option at any time to require Grantors to pay to the Hold[er] [illegible] sum sufficient to and concurrent to the month[ly] [illegible] sum of sinking fund and interest and escrow for taxes a[nd] [illegible] premiums as estimated by the holder and in addition [illegible] amount sufficient to pay the premium for flood [illegible] where and same is available under the National Flood Act of 1968 or subsequent similar legislation, said sum[s] in escrow without liability on the part of the holder [illegible] indebtedness for interest thereon and to be used in payme[nt] insurance when due and payable. If the amount so held s[hall] [illegible] time be insufficient to pay said insurance premium when payable, the Grantors shall promptly deposit the entire a[mount] said deficit.

re-record BOOK 5965 PAGE 942

TO HAVE AND TO HOLD the same to the Trustee, his successors in trust, and assigns, forever.

This conveyance is made in trust, however, to secure the payment of the principal sum of SEVENTY FOUR THOUSAND FIFTY & 00/100 Dollars ($ ****74,050.00 ), evidenced by a promissory note of even date herewith, the terms of which are incorporated herein by reference, with interest from date at the rate of Twelve & 1/2 per centum (12.500%) per annum on the unpaid balance until paid. Principal and interest shall be payable in monthly installments of SEVEN HUNDRED NINETY & 85/100 Dollars ($ *******790.85 ), commencing on the 1st day of January , 1983 , and continuing on the 1st day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 1st day of December, 2012.

BOOK 5960 PAGE 379

In executing and delivering this instrument and the note secured hereby, it is agreed that all of the covenants and obligations of the Grantor to the Holder are contained herein and in the master Deed of Trust consisting of paragraphs one through twenty, all the provisions of which are incorporated herein by reference and made an integral part of this instrument, the same as if set forth herein verbatim. A copy of the master Deed of Trust is hereby acknowledged and it is hereby understood and agreed that the original master Deed of Trust is recorded in the County Registers Office on Feb. 16, 1970, in the book, volume or reel, and at the page, image or file number as follows to wit:

| County | Reel, Vol. or Book | Image, File or Page | County | Reel, Vol. or Book | Image, File or Page | County | Reel, Vol. or Book | Image, File or Page |
|---|---|---|---|---|---|---|---|---|
| Anderson | 300 | 390 | Hamilton | 1877 | 24 | Morgan | Misc. Series 15 | 21-22 |
| Bedford | 161 | 143 | Hancock | 13 | 343 | Obion | Misc. 35-G | 314-15 |
| Benton | 63 | 140 | Hardeman | 215 | 6 | Overton | 50 | 303 |
| Bledsoe | 44 | 217 | Hardin | 5-W | 222 | Perry | Misc. 4 | 121 |
| Blount | 273 | 263 | Hawkins | 106 | 463 | Pickett | 16 | 87 |
| Bradley | 163 | 517 | Haywood | 107 | 394 | Polk | 50 | 472-74 |
| Campbell | 67 | 227 | Henderson | 183 | 650-51 | Putnam | A-103 | 755 |
| Cannon | ZZZ | 212 | Henry | 103 | 413-14 | Rhea | 61 | 281-82 |
| Carroll | 135 | 513 | Hickman | 8 | 383 | Roane | 185 | 429 |
| Carter | Misc. Vol. 25 | 361 | Houston | Con. Misc. Series 4 | 32 | Robertson | LM Bk 91 | 583 |
| Cheatham | 142 | 356 | Humphreys | 92 | 95 | Rutherford | A-188 | 301 |
| Chester | 62 | 393 | Jackson | 51 | 239-40 | Scott | 56 | 171 |
| Claiborne | 78, Series 3 | 297 | Jefferson | 110 | 159 | Sequatchie | Tr. Vol. 34 | 247 |
| Clay | Misc. Vol. 1 | 75-77 | Johnson | Misc. 5 | 114 | Sevier | 107 | 315 |
| Cocke | Fed. Vol. 7 | 108-09 | Knox | 1542 | 908 | Shelby | F3 6336 | -- |
| Coffee | 134 | 648 | Lake | 103 | 115-16 | Smith | 8 | 14-15 |
| Crockett | 34 | 325-27 | Lauderdale | 64 | 49 | Stewart | 176 | 319 |
| Cumberland | Misc. 80 | 57-58 | Lawrence | 146 | 395-96 | Sullivan-2 offices | | |
| Davidson | 4398 | 7 | Lewis | 33 | 47 | Blountville | 457-B | 547 |
| Decatur | 67 | 447-48 | Lincoln | 160 | 653 | Bristol | 221 | 616 |
| DeKalb | E-4 | 506-07 | Loudon | 110 | 379-80 | Sumner | 231 | 131 |
| Dickson | 1 | 159 | McMinn | 126 | 239-40 | Tipton | 306 | 79 |
| Dyer | 3-X | 669-70 | McNairy | Misc. 4 | 539-40 | Trousdale | 1 | 223 |
| Fayette | 162 | 518 | Macon | 86 | 464 | Unicoi | Misc. 30 | 587-88 |
| Fentress | Misc. 24 | 398 | Madison | 369 | 9 | Union | G-Vol. 2 | 302-05 |
| Franklin | 206 | 198 | Marion | T-15 | 263 | Van Buren | R | 409 |
| Gibson | O.R. Vol. 26 | 236 | Marshall | 20 | 443 | Warren | 99 | 475 |
| Giles | R.E.M. 117 | 226 | Maury | 628 | 261 | Washington | 480 | 57 |
| Grainger | 55 | 242 | Meigs | 2 | 374 | Wayne | 46 | 29 |
| Greene | 218 | 376 | Monroe | K-4 | 109 | Weakley | 219 | 439 |
| Grundy | 43 | 311 | Montgomery | O.R. Vol. 98 | 910 | White | 118 | 523 |
| Hamblen | 195 | 234 | Moore | 27 | 585 | Williamson | 153 | 125 |
| | | | | | | Wilson | 255 | 373 |

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hand(s) and seal(s) on the day and year first above written.

Signed, sealed and delivered in the presence of:

Stanley E. Marlar ..... SEAL

Stanley E. Marlar

Brenda Ann Marlar ..... SEAL

Brenda Ann Marlar

..... SEAL

STATE OF TENNESSEE
COUNTY OF Davidson } ss:

On this 29th day of October , 1982 , before me personally appeared Stanley E. Marlar and wife, Brenda Ann Marlar to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Received 11:7:82

IN WITNESS WHEREOF I have hereunto set my hand and Official Seal.

My commission expires 7-12-83

Official Title

PUSH

**Deed of Trust**

STATE OF TENNESSEE

Stanley E. Marlar and wife
Brenda Ann Marlar

TO

Delta Title Company Trustee.

FOR

National Mortgage Company

CROSS REFERENCE

NOV 18 8 32 AM '82

WILSON CO. REGISTER
WILSON COUNTY, TENN.

Filed for Registration , 19 , M.,

at o'clock

and noted in Note Book No.

Page

Had/recorded in Book No.

Page

Fee

NOV 4 3 16 PM '82

DAVIDSON COUNTY REGISTER
FELIX Z. ...

, 19

IDENTIFICATION REFERENCE

Paid.

, Register.

By

6-8-51-H D.R.