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

Installment Deed

BOOK 6025 PAGE 222

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
MR. HOUSTON T. EZELL	SAME	Map 163-Par.135
(NAME:)	(NAME:)	
837 Forest Hills Drive		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tn. 37220		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of EIGHTEEN THOUSAND AND NO/100 ($18,000.00) ----------*Dollars,*

of which ----------SIX THOUSAND AND NO/100 ($6,000.00)---------- ----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder TWELVE THOUSAND AND NO/100 ($12,000.00)----------*Dollars,*

Houston T. Ezell and wife, Myrtle L. Ezell

have executed

an installment deed note in the principal amount of $12,000.00 payable to the order of Iva Lee Ghee Hazelwood. Said note being payable in 20 equal quartely payments of $780.68 each, with the first installment being due and payable July 1, 1983 and thereafter on the same day of each succeeding three month period alike amount is due and payable until the entire principal amount, both principal and interest have been paid in full. Said note bears interest at the rate of 9½% per annum and interest is included in said installments.

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,

Iva Lee Ghee Hazelwood and husband, Joe Will Hazelwood, Sr.

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

Houston T. Ezell and wife, Myrtle L. Ezell,

their (~~XXXXXXX~~), *heirs and assigns,*

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

Land in Davidson County, Tennessee, and being described according to a survey by J. Bruce Rainey, Surveyor #823, dated January 24, 1983, and known as Job No. 82-228 as follows:

~~XXXXXXXXXX~~ 553

Beginning at an iron pin set on the northerly margin of Mount View Road, said point of beginning being the southeast corner of this property and also being the southwest corner of the Billy Gene Barber Land of record in Deed Book 4818, page 583, Register's Office for Davidson County, Tennessee; thence with the margin of the said Mount View Road (25 feet from the centerline) north 66 deg. 13' 49" west 142.37 feet to an iron pin; thence with a curve to the right having a radius of 25.00 feet and a long chord of 36.37 feet, said chord having a bearing of north 19 deg. 33' 19" west a distance along the curve of 40.73 feet to an iron pin on the easterly margin of Baby Ruth Lane; thence with the margin of the said Lane and a curve to the left having a radius of 699.07 feet and a long chord of 437.84 feet, said chord having a bearing of north 08 deg. 52' 12" east a distance along the curve of 445.34 feet to an iron pin; thence continuing with the said margin north 09 deg. 22' 48" west 269.9 feet to an iron pin; thence

(Continued)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 18,000.00

Subscribed and sworn to before me, this the 22nd day of March 19 83

Affiant

My commission expires: Apr. 17, 1983 (Affix Seal)

Notary Public

03/23 ... 5083

leaving the said Baby Ruth Lane and with the line of James E. Ghee as follows: South 71 deg. 05' 13" east 233.54 feet to an iron pin; thence north 02 deg. 17' 30" east 253.98 feet to an iron pin; thence north 09 deg. 28' 43" east 171.04 feet to an iron pin; thence leaving Ghee's line and with the line of A. Caldwell of record in Deed Book 5766, page 154, R.O.D.C. Tn, south 71 deg. 15' 14" east 272.08 feet to an iron pin; thence north 29 deg. 15' 09" east 137.62 feet to an iron pin;thence north 71 deg. 15' 14" west 292.98 feet to an iron pin; thence leaving Caldwell's line and with the line of the said James E. Ghee north 20 deg. 55' 57" east 174.00 feet to an iron pin; thence north 77 deg. 16' 32" east 421.66 feet to an iron pin; thence south 83 deg. 22' 23" east 213.80 feet to an iron pin in the line of J. P. Mitchell; thence with Mitchell's line and a fence south 18 deg 29' 02" west 124.81 feet to an iron pin;thence south 13 deg. 15' 24" west 200.44 feet to an iron pin; thence south 14 deg. 03' 15" west 536.96 feet to an iron pin; thence south 15 deg. 15' 53" west 85.88 feet to an existing iron pin; thence leaving Mitchell's line north 64 deg. 55' 22" west 75.42 feet to an iron pin; thence south 28 deg. 08' 16" west 138.98 feet to an existing iron pin; thence north 66 deg. 01' 34" west 258.90 feet to an existing iron pin; thence south 24 deg. 22' 57" west 365.77 feet to an iron pin; thence south 23 deg. 46' 22" west 282.25 feet to the point of beginning, containing 15.54 acres, more or less.

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Being part of the same property conveyed to Grady P. Ghee and wife, Era Bennett Ghee by deeds of record in Book 1282, page 223 and Book 1390, page 272, Register's Office for Davidson County, Tennessee. The said Grady P. Ghee and wife, Era Bennett Ghee having since died. The said Era Bennett Ghee having predeceased Grady P. Ghee. Said property was devised to Iva Lee Ghee by will of Grady Powell Ghee, Sr., of record in Book 6002, page 773, Register's Office for Davidson County, Tennessee. Said Iva Lee Ghee now being Iva Lee Ghee Hazelwood.

unimproved ( )
This is 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 Houston T. Ezell and wife, Myrtle L. Ezell *their* (successors), *heirs and assigns forever.* We *covenant that* we are *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Houston T. Ezell and wife, Myrtle L. Ezell, their (successors), *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 Houston T. Ezell and wife, Myrtle L. Ezell *hereinafter referred to as trustors, hereby transfer and convey unto* Dewey Pedigo, Jr., *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.

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 Register's 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 22nd *day of* March, *19*83.

H 3 7 6 1 1

T. IDENTIF. REFERENCE

MAR 23 8 44 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

Houston T Ezell

Myrtle L. Ezell

Iva Lee Ghee Hazelwood

Joe Will Hazelwood S.R.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Iva Lee Ghee Hazelwood and husband Joe Will Hazelwood Sr.

the within named bargainors, 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* 22nd *day of* March, *19*83

Betty B Simmons *Notary Public*

Commission expires: May 10, 1986

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Houston T. Ezell and wife, Myrtle L. Ezell, *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* 22nd *day of* March, *19* 83

Harold D. Mitchell
Notary Public

Commission expires Apr. 17, 1983

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 _____

INSTALLMENT DEED

FROM
IVA LEE GHEE HAZELWOOD, ET VIR

TO
HOUSTON T. EZELL, ET UX

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

Ellis Title 24-3506

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 6025 PAGE 226

FOR _____

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

16000.00-	CO
12000.00-	MO
46.80	CO TX
10.00	MO TX
.50	PRFEE
12.00	WDEED
CHECK	69.30-

5063403/23/83 PAI

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 3 7 6 1 1

IDENTIF. REFERENCE

MAR 23 8 44 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 936975