Map 127, Parcel 33

INSTALLMENT DEED

BOOK 6074 PAGE 419

For and in Consideration of the sum of Forty Thousand ($40,000.00) Dollars,

of which Six Thousand ($6,000.00) Dollars,

has been paid in cash by grantees

the receipt of which is hereby acknowledged, and for the remainder

Thirty-Four Thousand ($34,000.00) Dollars,

the said grantees have

executed as installment deed note of even date herewith payable in one hundred seventy (170) equal monthly installments of Two Hundred ($200.00) Dollars each without interest. The first installment being due June 1, 1983, and on the first day of each consecutive month thereafter until paid in full.

all of said notes ~~bearing six per cent~~ without interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal ~~and interest~~, and attorney fees, a lien is expressly retained on the land herein conveyed, LOTTIE WALKER HUTTON, a widow, with grantor receiving a joint life estate with grantees

have this day bargained and sold, and do hereby transfer and convey unto the said BETTY JEAN DRAKE and husband KENNETH WAYNE DRAKE, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 9th Civil District, Davidson County, Tennessee, being Lot #1 on the plan of Hutton Subdivision, of record in Book 4885, page 9 and of record in Book 5190, page 290, Register's Office of Davidson County, Tennessee. Said Lot #1 fronts 169.0' on Newson Station Road and contains 1.0 acres, more or less.

Property taxes assumed by Grantee.
Subject to restrictions and easements of record.

This is improved (X) unimproved ( ) property, known as Route 1, Newson Station Road, Kingston Springs, TN 37082
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said LOTTIE WALKER HUTTON BOOK 6074 PAGE 420 heirs and assigns forever. She covenant that she is lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

She further covenant and bind herself, her heirs and representatives, to warrant and forever defend the title to said real estate to said BETTY JEAN DRAKE and husband, KENNETH WAYNE DRAKE, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to in hand paid, , the said BETTY JEAN DRAKE and husband, KENNETH WAYNE DRAKE,

do hereby transfer and convey unto HARRY McNUTT, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

We, the said BETTY JEAN DRAKE and husband, KENNETH WAYNE DRAKE, do hereby 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 at least the sum of $40,000.00 until the notes herein secured are 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 and holder of said notes, as his interst may appear.

They further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case they fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if they, the said BETTY JEAN DRAKE and husband, KENNETH WAYNE DRAKE, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if they fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; they fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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. They agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. They further agree 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 notes 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 BETTY JEAN DRAKE and husband KENNETH WAYNE DRAKE, their 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 HARRY McNUTT, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

BOOK 6074 PAGE 421

IN WITNESS WHEREOF, we, the said LOTTIE WALKER HUTTON, a widow,

and BETTY JEAN DRAKE and husband KENNETH WAYNE DRAKE

hereunto set our hands at Nashville, Tennessee, this the 12th day of May 19 83

Betty Jean Drake

Kenneth Wayne Drake

Lottie Walker Hutton

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Elaine Surlough, a Notary Public in and for said County and State, the within named LOTTIE WALKER HUTTON

or proven to me on basis of satisfactory evidence the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 12th day of May, 19 83

Elaine Surlough, Notary Public.

Commission Expires 2-24-86

STATE OF TENNESSEE

DAVIDSON **County.**

Personally appeared before me, Elaine Surlough, a Notary Public in and for said County and State, the within named BETTY JEAN DRAKE and husband KENNETH WAYNE DRAKE

or proven to me on basis of satisfactory evidence the 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 12th day of May, 19 83

Elaine Surlough, Notary Public.

Commission Expires 2-24-86

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 6074 PAGE 422

Before me, , a Notary Public of the State and County aforesaid, personally appeared , with whom I 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 .

(over for additional acknowledgements)

INSTALLMENT DEED

FROM LOTTIE WALKER HUTTON

TO BETTY JEAN DRAKE and husband KENNETH WAYNE DRAKE

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

MAIL ENV.

FELIX A. ... REGISTER
DAVIDSON COUNTY, TN

JUN 14 9 01 AM '83

IDENTIF. REFERENCE

H 5.3.7 4 6

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Betty Jean Drake (NAME)	same (NAME)	Map 127
Rt.1, Newson Station Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 33
Kingston Springs, TN 37082 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

HARRY McNUTT
Attorney at Law
421 Charlotte Avenue
Nashville, TN 37219

Prepared from information furnished by parties without verification

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 40,000.00 Harry McNutt
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th DAY OF May, 19 83.

Clarice Turkington
Notary Public

MY COMMISSION EXPIRES: 2-24-86

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR BOOK 6074 PAGE 423

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

40000.00- CO
34000.00- MO
104.00 CO TX
32.00 MO TX
.50 PRFEE
12.00 MISC
CHECK 148.50-
466806/14/83 BAL .01

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 5.3.7.4 6.

IDENTIF. REFERENCE

JUN 14 9 01 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 955950