Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Fred Whitley, et ux	same	48 — 11 KS
(NAME:)	(NAME:)	48 — 12 KS
5019 Clarksville Highway (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	39 — 69 KS ?
Whites Creek Tn. 37189 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	Please check

BOOK 6115 PAGE 624

FOR AND IN CONSIDERATION of the sum of SIXTY THOUSAND AND NO/100 ($60,000.00) *Dollars,*

of which NONE *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder SIXTY THOUSAND AND NO/100---- ($60,000.00)---------- *Dollars,*

Fred M. Whitley and wife, Juanita C. Whitley

have executed

an installment deed note in the principal amount of $60,000.00 payable to the order of Charles Galbreath and wife, Joyce L. Galbreath. Said note being payable in 37 monthly payments, with the first payment of $350.00 being due and payable one month from even date and thereafter on the same day of each succeeding month for 35 months alike amount is due and payable and on the same day of the 37th month the entire amount, both principal and interest is due and payable. Said note bears interest at the rate of 12% per annum.

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,

Charles Galbreath and wife, Joyce L. Galbreath

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

Fred M. Whitley and wife, Juanita C. Whitley, their

~~HEIRS AND~~, *heirs and assigns,*

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

Three tracts or parcels of land, together with all improvements and appurtenances thereunto belonging, situate and lying in the 14th Civil District of Davidson County, Tennessee, and being more particularly bounded and described as follows:

TRACT NO. I: Beginning at an iron pin in the southwesterly margin of State Highway 112 (Clarksville Highway) at the northeasterly corner of the property conveyed to Garland C. Hutton and wife, by deed of record in Book 2797, page 4, Register's Office for said County, and running thence along Huttons' northwesterly line south 52 deg. west 204.5 feet to Hutton's northwesterly corner; thence south 34 deg. 30' east 128 feet to Hutton's southwesterly corner; thence south 66 deg. 30' west 174 feet to the center of Dry Fork Road;

(Continued)

This Instrument Was Prepared From Information Furnished Phillip Saindon, Attorney at Law, 301 Stahlman Bldg., Nashville, TN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 60,000

Subscribed and sworn to before me, this the 13 day of Aug. August 1983.

Affiant

My commission expires: 1-15-85

(Affix Seal)

Notary Public

thence along the center of Dry Fork Road, north 20 deg. west 100 feet and north 23 deg. west 80 feet to the southwesterly corner of Tract No. 2 described below; thence along the southeasterly line of said Tract No. 2, north 48 deg. east 330 feet to the southeasterly corner of said Tract No. 2 in the southwesterly margin of State Highway 112; thence along the same, south 38 deg. east 110.5 feet to the beginning.

TRACT NO. II: Beginning at an iron pin in the southwesterly margin of State Highway 112 (Clarksville Highway) at the southeasterly corner of property conveyed to Tom Resha and wife, by deed of record in Book 2399, page 557, Register's Office for said County, and running thence along Resha's southeasterly line, south 53 deg. 10' west 333 feet to the center of Dry Fork Road; thence along the center of Dry Fork Road, southeasterly 133 feet to the northwesterly corner of Tract No. 1 described above; thence along the northwesterly line of said Tract No. 1, north 48 deg. east 330 feet to the southwesterly margin of State Highway 112; thence along the same, north 38 deg. west 105 feet to the beginning.

TRACT NO. III: Beginning on the southwesterly margin of State Highway 112 (Clarksville Highway) at the southeast corner of the property conveyed to Garland C. Hutton and wife, by deed of record from Howard Moore and wife, of record in Book 2804, page 164, said Register's Office; thence with said Hutton's southern boundary line south 52 deg. west 204.5 feet; thence with said Hutton's eastern boundary line south 34 deg. 30' east 128 feet; thence north 66 deg. 30' east 219 feet to the southwesterly margin of State Highway 112 (Clarksville Highway); thence with the same north 38 deg. west 183 feet to the beginning.

Being part of the property conveyed to Charles Galbreath and wife, Joyce L. Galbreath by deed from Fred M. Whitley and wife, Juanita C. Whitley of record in Book 5835, page 955, Register's Office for Davidson County, Tennessee.

BOOK 6115 PAGE 626

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 Fred M. Whitley and wife, Juanita C. Whitley, their ~~XXXXXX~~ *(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.*, except as evidenced by instruments of record in Book _____, page _____, and Book _____, page _____, Register's Office for Davidson County, Tennessee.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Fred M. Whitley and wife, Juanita C. Whitley, their ~~XXXXXX~~ *(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 Fred M. Whitley and wife, Juanita C. Whitley *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.

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 13th *day of* August, *19*83.

H 6 6 9 7 1

IDENTIF. REFERENCE

AUG 15 9 16 AM '83

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

RUSH

Charles Galbreath

Joyce L Galbreath

Fred M. Whitley

Juanita C. Whitley

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., *a Notary Public in and for said County and State,* Charles Galbreath and wife, Joyce L. Galbreath and Fred M. Whitley and wife, Juanita C. Whitley

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* 13th *day of* August, *19*83.

H. LEON PERRY NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

..... *Notary Public*

Commission expires 10/19/86

08/15 236.50 CHECK

3625

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

BOOK 6115 PAGE 628

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
			60000.00- CO	
			60000.00- MO	
			156.00 CO TX	
			58.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 226.50-	
9625A	08/15/83		BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 6697.1

IDENTIF. REFERENCE

AUG 15 9 16 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 971147