This Form furnished by Attorneys Title Company, Inc.

**INSTALLMENT DEED**

Form No. WD-4

FROM

George T. Hicks et ux

TO

Hubert Hollins et ux

For draftsman's use

This instrument prepared by:
Sam D. Hodges, III
323 Union Street
Nashville, Tennessee
37201

BOOK 6131 PAGE 442

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Hubert Hollins et ux (NAME) | Same (NAME) | 138-70 |
| 2956 Kenwood Drive (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | |
| Nashville, TN 37216 (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | |

(FOR REGISTER'S USE)

H 7 1 8 0 2

IDENTIF. REFERENCE

SEP 6 4 14 PM '83

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 15,000.00 Sam D. Hodges
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29th DAY OF August 1983.

Theresa Mitchell
Notary Public

MY COMMISSION EXPIRES: Feb. 26, 1984
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Fifteen Thousand and No/100 ($15,000.00) DOLLARS

of which $ 3,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees

have executed their note of even date herewith in the principal amount of $12,000.00, payable to George T. Hicks in monthly installments of $266.94, representing principal and interest at 12% per annum amortized over five years, beginning October 1, 1983, and continuing on the first day of each and every month thereafter until September 1, 1988, at which time the entire principal balance and any accrued but unpaid interest shall be due and payable.

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

GEORGE T. HICKS and wife, SALLIE R. HICKS

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

HUBERT HOLLINS and wife, SUE HOLLINS

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 4th Civil District of Davidson County, Tenenssee, described as follows:

Beginning at a point in the southerly margin of Couchville Pike, said point being the northeast corner of the Kenneth E. Williams property of record in Book 4082, page 966, Register's Office for Davidson County, Tennessee; thence with Williams' easterly boundary line, south 06 degrees 46' 03" west 1034.19 feet to an iron pin at the edge of a 50 foot right of way; thence north 83 degrees 12' west 220.80 feet, more or less, to a corner post, being the southwest corner of the Raymond Kelton property of record in Book 2906, page 634, said Register's Office; thence with Kelton's westerly boundary line north 06 degrees 06' 38" east 1011.41 feet to a point in the southerly margin of Couchville Pike; thence with the same north 86 degrees 50' west 7.77 feet to a point; thence continuing with Couchville Pike, north 76 degrees 50' west 210.76 feet to the point of beginning, containing 5.23 acres, more or less.

Being part of the same property conveyed to George T. Hicks and wife, Sallie R. Hicks, by deed from Willie Seay and wife, Gussie T. Seay and Marie Tatum Pruitt Coates of record in Book 4353, page 179, Register's Office for Davidson County, Tennessee.

09/06/83 5:04 PM CHECK

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

5265

**TO HAVE AND TO HOLD** the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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 the said real estate to said grantees, 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 us in hand paid, we, the said grantees herein do hereby transfer and convey unto Sam D. Hodges, III 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 grantees 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 $insurable sum 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 interest may appear. We 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 we 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 we, the said grantees, 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 we 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; we 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 conveyance. We 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. We 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 29th day of August 19 83.

George T. Hicks
GEORGE T. HICKS

Sallie R. Hicks
SALLIE R. HICKS

Hubert Hollins
HUBERT HOLLINS

Sue Hollins
SUE HOLLINS

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named George T. Hicks and Sallie R. Hicks or proved to me on the basis of satisfactory evidence the 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 29th day of August, 19 83

Theresa Mitchell, Notary Public.

Commission expires Feb. 26, 1984.

THERESA MITCHELL NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Otis W. Charlton, a Notary Public of the State and County aforesaid, personally appeared Hubert Hollins and Sue Hollins, or proved to me on the basis of satisfactory evidence, that they with whom I am personally acquainted, and who, upon oath, acknowledged ~~himself~~ themselves ~~of 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 ~~ as ~~~~.

Witness my hand and seal, at office in Nashville, Tennessee,

this 29 day of August, 19 83

Otis W. Charlton, Notary Public.

Commission expires 1-20-85.

# OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

BOOK 6131 PAGE 444

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

| DATE | SYMBOL | VALUATION | TAX AND FEES | TOTAL PAID |
|---|---|---|---|---|
| | | | 15000.00- CO | |
| | | | 12000.00- MO | |
| | | | 39.00 CO TX | |
| | | | 10.00 MO TX | |
| | | | .50 PRFEE | |
| | | | 6.00 WDEED | |
| | | | CHECK | 55.50- |
| | | | RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK | .00 |

7.1802

IDENTIF. REFERENCE

SEP 6 4 14 PM '83

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 976625