Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
C. E. Hooper Trustee	SAME	Map 98
(NAME:)	(NAME:)	P/O Par 12 Is
P. O. Box 823		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Goodlettsville, TN 37072		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

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FOR AND IN CONSIDERATION of the sum of FIFTY-SIX THOUSAND SIX HUNDRED NINETY-FOUR AND NO/100 ($56,694.00)---------- *Dollars,*

of which SIXTEEN THOUSAND FOUR HUNDRED FORTY-ONE AND 26/100 ($16,441.26) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder FORTY THOUSAND TWO HUNDRED FIFTY-TWO AND 74/100 ($40,252.74)---------- *Dollars,*

C. E. Hooper, Trustee

has executed

an installment deed note in the principal amount of $40,252.74 payable to the order of Alvin Earheart and wife, Johnnie Dies Earheart. Said note being due and payable on or before six months from even date, plus interest at the rate of 12% per annum.

This Instrument Was Prepared From
Information Furnished Dewey W. Pedigo, Attorney at Law
Pedigo & Saindon Law Firm; Stahlman Building,
Nashville, TN

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,

We, Alvin Earheart and wife, Johnnie Dies Earheart

have this day bargained and sold, and do hereby transfer and convey unto the said C. E. Hooper, Trustee with full power to sell, transfer, convey, mortgage or encumber without the joinder of any beneficiary, his successors ~~XXXXXXXXXXXX~~ *and assigns,*

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

A tract of land in the Second Civil District of Metropolitan Nashville-Davidson County, Tennessee, being Tract "B" on a boundary survey by Ragan-Smith-Murphy & Associates, Inc. dated September 15, 1983, Job No. 83-108, and being more particularly described as follows:

Beginning at an iron pin set at the common southerly corner of Tracts "A" and "B" on the survey as noted above; said iron pin being in the northerly line of Lot No. 119 on the plan of Lake Park,Section Three as of record in Book 4660, page 90, Register's Office for Davidson County, Tennessee. To reach the point of beginning, begin at an existing concrete monument on the westerly right-of-way line of New Hope Road at the common corner of Lot No. 116, Section Three, Lake Park and Tract "A"; thence; with the common line between Lots 116 and Tract "A", north 79 deg. 04' 31" west, 221.98 feet to an existing iron pin at the common corner of Lots 116 and 119; thence continuing with the common line between Lot 119 and Tract "A", north 79 deg. 03' 53" west, 38.77 feet to the point of beginning; thence with the northerly line of Lot No. 119, north 79 deg. 03' 53" west, 49.14 feet to an existing iron pin at the

(Continued)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 56,694.00

Subscribed and sworn to before me this the 16 day of September, 19 83

C E Hooper
Affiant

My commission expires 1-20-85
(Affix Seal)

Mary Jane George
Notary Public

common corner of Lots 119 and 120; thence with the northerly line of Lot No. 120, north 79 deg. 04' 24" west, 139.70 feet to an existing iron pin at the corner of Lots 120 and 121;thence with the northerly line of Lot 121, north 79 deg. 15' 42" west, 205.93 feet to an existing concrete monument at the corner of Lot 122; thence with the common line between Tract "B" and Lot 122 (in part), north 6 deg. 30' 43" east, passing an existing concrete monument corner of Lot 122 at 257.78 feet, a total of 425.10 feet to an iron pin set, a corner of B. G. Corporation; thence with an old fence line, south 82 deg. 15' 38" east, 131.58 feet to an existing iron pin at the common corner of Lot 295 on the plan of Section 4-A, Lake Park as of record in Book 5190, page 52, Register's Office for Davidson County, Tennessee and F. P. Duke property; thence with the southerly line of F. P. Duke, south 81 deg. 28' 18" east, 402.62 feet to an iron pin set on the westerly right-of-way line of New Hope Road; thence, with the westerly right-of-way line of New Hope Road, south 25 deg. 42' 45" east, 11.22 feet to an iron pin set at the beginning of a curve; thence with said curve to the right (radius 730.00'), southeasterly a distance of 254.73 feet to an iron pin set at the common corner of Tracts "A" and "B" and having a chord bearing and distance of south 15 deg. 42' 57" east, 253.440 feet; thence with the common line between Tracts "A" and "B", south 87 deg. 04' 47" west, 251.93 feet to an iron pin set; thence continuing with the common line between Tracts "A" and "B", south 4 deg. 06' 32" west, 152.58 feet to the point of beginning and containing 5.154 acres.

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Being a part of the same property conveyed to Alvin Earheart and wife, Johnnie Dies Earheart, by deed of record in Book 2441, page 304, Register's Office for Davidson County, Tennessee.

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 C. E. Hooper, Trustee, his successors ~~xxxxxxxx~~, ~~xxxx~~ *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* C. E. Hooper, Trustee, his successors, ~~xxxxxxxxxxx~~ *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 C. E. Hooper, Trustee *hereinafter referred to as trustors, hereby transfer and convey unto* Dewey W. Pedigo, *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 16 *day of* September, *19* 83.

Alvin Earheart

Johnnie Dies Earheart

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary Jane George, *a Notary Public in and for said County and State,* Alvin Earheart and wife, Johnnie Dies Earheart, *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* 16 *day of* September, *19* 83.

Mary Jane George *Notary Public*

Commission expires 1-20-85

NOTARY PUBLIC DAVIDSON

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary Jane George, *a Notary Public in and for said County and State,* C. E. Hooper, Trustee

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

Witness my hand and official seal at Nashville, Tennessee
this 16 *day of* September, *1983.*

Mary Jane George *Notary Public*

Commission expires 1-20-85

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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 .....

RUSH

FILED
DAVIDSON COUNTY, TN
SEP 23 10 57 AM '83
REGISTER OF DEEDS

IDENTIF. REFERENCE

H 75495

INSTALLMENT DEED

FROM
ALVIN EARHEART, ET UX

TO
C. E. HOOPER, TRUSTEE

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

PEDIGO & SAINDON

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

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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

56694.00- CO
40252.74- MO
147.42 CO TX
38.30 MO TX
.50 PRFEE
12.00 WDEED
CHECK 198.22-
9681A09/23/83 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

R 7546.5

IDENTIF. REFERENCE

SEP 23 10 58 AM '83

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 980913