3/23

KATHRYN BROWN-REG.
SUMNER COUNTY, TENN.
RECORDING 48.00
STATE TAX $
REG. FEE $
TOTAL $ 48.00
RECPT. NO. 11864

Map 7-15
Par 67 Jd
566

RECEIVED
1983 JUN -2 P 2:16

BOOK 6189 PAGE 968

IN THE CIRCUIT COURT FOR SUMNER COUNTY, TENNESSEE

MAP 143-J GROUP D CONT. MAP PARCEL 14
143-O E 143 J 12
NO. 277 E 3-31 1983 21
63C FILED
TIME 10:45 A.M.
BY MW D.C.

JACK OWEN NIXON, P. O. Box 17824, Nashville, Tennessee)
VS)
ANNE LEUVAGHEN WHITTAKER NIXON 504 Wallace Drive, Goodlettsville, Tennessee)

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 23rd day of March, 1983, before the Honorable Thomas Boyers, IV, Judge of the Circuit Court for Sumner County, Tennessee, upon testimony of the Plaintiff, statements of counsel and the entire record from all of which it affirmatively appears to the Court that the parties in this cause have irreconcilable differences; that there has been full compliance with the statutory requirements of T.C.A. 36-801(II); and that the Property Settlement Agreement entered into between the parties makes a full and fair disposition of the marital estate and that the marriage should be dissolved.

ENTERED
JUN 3 1983
THOMAS C. MARLIN
TAX ASSESSOR

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the bonds of matrimony subsisting between JACK OWEN NIXON and ANNE LEUVAGHEN WHITTAKER NIXON be and are hereby dissolved pursuant to T.C.A. 36-801(II), and both parties are restored to the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED that the Property Settlement Agreement made and entered into between the parties is approved and the same is hereby made a part of this Final Decree as though set forth fully verbatim herein.

IT IS FURTHER ORDERED that the costs of this cause shall be paid by the Plaintiff for which exeuction may issue if necessary.

12/07 51.00- CASH

REC'D JUN 2 1983 AT 2:16 REC. IN Deed BOOK 469 PAGE 566
KATHRYN BROWN, REGISTER SUMNER COUNTY, TENN.

7900

Enter this 31 day of March 1983.

JUDGE

APPROVED FOR ENTRY:

JOHN WESLEY JONES
Attorney for the Plaintiff
183 W. Smith Street
Gallatin, Tennessee 37066
Phone: 452-4771

STATE OF TENNESSEE
SUMNER COUNTY

I, Mahaliah Hughes, Clerk, do hereby certify that the foregoing is a true and correct copy of the Final Decree heretofore issued in the case of Dejean vs Dejean
This the 22nd day of April, 83.

MAHALIAH HUGHES, CIRCUIT COURT CLERK

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and exact copy of the pleading has been served upon counsel for all parties at interest in this cause by delivering a true and exact copy of said pleading to the offices of said counsel or by placing a true and exact copy of said pleading in the United States Mail addressed to said counsel at his office, with sufficient postage thereupon to carry the same to its destination.

This the 30th day of March, 1983

JOHN WESLEY JONES

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PROPERTY SETTLEMENT AGREEMENT

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This Agreement made and entered into by and between ANNE NIXON and JACK NIXON.

WHEREAS, certain difficulties have arisen between the parties which have caused them to determine that they can no longer continue the marriage relation, and it is the desire of both parties to finally and for all time to determine and settle their property rights, all right of support, maintenance and alimony, all dower and homestead rights, together with any and all other rights existing between the parties growing out of their marital relationship.

NOW, THEREFORE, for and in consideration of the mutual promises herein made and the acts to be performed, the parties agree as follows:

I. Division of Tangible Personal Property

A. The Wife shall receive her clothing, personal effects and the following items:

1. Electrofonic Stereo
2. Zenith TV
3. Console TV
4. Couch & loveseat
5. Green chair
6. Maple rocking chair
7. Glass end tables
8. Glass top dinette with chairs
9. Glass & chrome shelves (2)
10. Glass & chrome cocktail table (2)
11. Bunk beds
12. Maple chest of drawers
13. Dishwasher
14. White washer & dryer
15. Microwave oven
16. Baby bed
17. Changing table
18. Dishes
19. Small appliances
20. Refrigerator and stove

B. The Husband shall receive his clothing, personal effects, and the following items:

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1. Sansui Stereo
2. Sony TV
3. Hatachi TV
4. Blue couch & lamp
5. Red chair
6. Recliner
7. Two mahogany rocking chairs
8. Desk & chair (ash)
9. Kingsize bed, electric blanket & linens
10. Freezer
11. Race car bed
12. Grill
13. Dishes from Mrs. Nixon
14. Cherry bedroom suite

C. The parties shall each receive an equal share of their linens, towels, kitchen utensils, and silverware.

D. The Wife is to receive the 1978 Mercury Monarch automobile, with all right, title and interest in and to said automobile divested from the Husband and vested in the Wife.

E. The Husband is to receive the 14 ft. Anchor Craft boat, the 1978 Datsun 200 SX automobile, the 1978 Dodge pick up truck, and the 1979 Chevrolet pick up truck, with all right, title and interest in and to said vehicles divested from the Wife and vested in the Husband.

II. Real Property

A. The parties shall own their residence on Wallace Drive in Goodlettsville, Tennessee as tenants in common. This property is more fully described as follows:

> Land in the 6th Civil District of Sumner County, Tennessee, being Lot No. 50 on the Plan of Page Heights, Section I, as of record in Plat Book 2, Page 32, Register's Office for said County.
>
> SAID Lot No. 50 fronts 125 feet on the westerly side of Wallace Drive and extends back between lines 120.2 feet on the northerly line and 120.2 feet on the southerly line to a dead line in the rear on which it measures 125 feet.
>
> BEING the same property conveyed to Jack Nixon and wife, Anne W. Nixon by deed from Fred L. Lamberth, Jr. and wife, Donna Lamberth, of record in Deed Book 379, Page 206, Register's Office for Sumner County, Tennessee.

Wife is to have the exclusive and sole right to reside in the residence located upon this property until the

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youngest child of the parties reaches eighteen (18) years of age. The Parties shall have no power or right to sell except by their mutual consent until the youngest child reaches 18 O.M. except upon death or remarriage of the Wife, or until the Wife shall allow an non-relative male to cohabit with her on the premises for more than thirty (30) days. Upon the sale of the premises, each party, or his or her estate, shall receive one-half (1/2) of the net proceeds realized from such sale.

The Wife shall have no right or power to lease or rent the premises without the consent of the Husband, and in the event the Wife shall vacate the residence and attempt to lease or rent such, then in that event, the Husband shall have the right to require the sale of the property.

B. The Husband shall receive all right, title and interest in and to a certain tract of real property located in the 6th Civil District of Sumner County, Tennessee; such real property being fully described as follows:

> LAND in the 6th Civil District of Sumner County, Tennessee, being Lot No. 52 on the Plan of Page's Heights Subdivision, of record in Plat Book 2, page 32, Register's Office for said County.
>
> SAID Lot No. 52, which is a corner lot, fronts 112.0 feet on the southeasterly margin of Wallace Drive and fronts 92.0 feet on the northeasterly margin of Ellen Drive, said frontages being joined by a curve having a radius of 25 feet, and extends back 120.2 feet on the northeasterly line and a distance which is not clear but which appears to be 109.8 feet on the southeasterly line to a point of intersection.
>
> BEING the same property conveyed to Jack O. Nixon and wife, Anne L. Nixon by deed from Larry O. Larkins and wife, Diana R. Larkins, of record in Deed Book 348, Page 641, Register's Office for Sumner County, Tennessee.

All right, title and interest of the Wife in and to this tract of real property is divested from the Wife and vested in the Husband.

C. The Husband shall receive all right, title and interest in and to a certain tract of real property located in the 5th Civil District of Sumner County, Tennessee; such real property being fully described as follows:

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Land in Sumner County, State of Tennessee, described as follows, to wit:

Certain lots or parcels of land situated in the 5th Civil District of Sumner County, Tennessee, at Hendersonville, and described as follows:

Being Lots Nos. 13, 14, 15 and 16 in Block "D" of J. M. Nokes Addition to Hendersonville, a plat of which is of record in Plat Book 1, Page 4, in the Register's Office of Sumner County, Tennessee. Said Lots adjoin each other and being described as a whole as follows:

Beginning at the edge of the west side of High School Road, and being the east corner of Lot No. 13; thence running in a westerly direction along the line Block "D" 350.7 feet to a point, same being the northwest corner of Lot No. 13; thence running in a northerly direction 120 feet to a point same being the northwest corner of Lot No. 16; thence running in an easterly direction along the line of Lot No. 17 347.4 feet to a point, same being the northeast corner of Lot No. 16; thence running in a southerly direction 120 feet along the edge of High School Road to the point of beginning.

Being the same property conveyed to Jack Nixon and wife, Anne L. Nixon, by deed from Melvin Kerry Bundrick and wife, Linda Leigh Bundrick, of record in Deed Book 381, Page 71, Register's Office for Sumner County, Tennessee.

All right, title and interest of the Wife in and to this tract of real property is divested from the Wife and vested in the Husband.

D. The Husband shall receive all right, title and interest in and to a certain tract of real property located in the 10th Civil District of Davidson County, Tennessee; such real property being fully described as follows:

Land in the 10th Civil District of Davidson County, Tennessee, being Lot No. 67 on the Plan of Grizzard Manor, Section Three, of record in Book 4675, page 40, said Register's Office, and more particularly described as follows: BEGINNING at a point in the easterly margin of Gaylemore Drive, the common corner of Lots Nos. 66 & 67, thence along said Drive in a notherly direction 199.35 feet to a point, the common corner of Lots Nos. 67 & 68; thence along the line between Lots Nos. 67 & 68 in an easterly direction 168.3 feet to a point, the common corner of Lots Nos. 67, 68 & 69; thence along the line between Lots Nos. 67 & 69 south-easterly 189.9 feet to a point in the line of Lot No. 71; thence in a southerly direction

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along the line between Lots Nos. 67 & 71, 73.55 feet to a point, the common corner of Lots 67 & 66; thence along the line between Lots Nos. 66 & 67 westerly 268.9 feet to the point of beginning.

BEING the same property conveyed to Jack Owen Nixon and wife, Anne L. Nixon by deed from Karl J. Nixon and wife, Patsy W. Nixon of record in Book 5142, page 344, Register's Office for Davidson County, Tennessee.

III. Responsibility for Debts and Alimony in Solido

A. The Husband shall have the sole responsibility for any and all indebtedness whereby the tracts of real property awarded to him and fully described in Section II-B, II-C, and II-D are encumbered and shall hold the Wife harmless for all such indebtedness. These specific obligations known to the parties are enumerated as follows:

1. Mortgage loan to Leader Federal in the approximate amount of $15,000.00, encumbering the real property described in Section II-B.

2. Mortgage loan to Chemical Mortgage Company in the approximate amount of $50,000.00, encumbering the real property described in Section II-C.

3. Mortage loan to Bank of Goodlettsville in the approximate amount of $7,000.00, encumbering the real property described in Section II-D.

B. The Husband shall have the sole responsibility and shall hold the Wife harmless upon the following debts and obligations:

1. Certain notes and obligations of the parties to the Bank of Goodlettsville, specifically the indebtedness evidenced by promissory notes dated October 9, 1981 and July 14, 1982. A copy of such notes is attached hereto and made a part of this Property Settlement Agreement as Exhibit "A". To the best knowledge, information and belief of the parties, the payoffs on these promissory notes are approximately $919.71 and $4,845.00, respectively. The Husband shall hold the Wife harmless for any liability upon these obligations whatever, and shall indemnify her from any loss thereon.

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It is the husband's contention that he is in no way presently obligated upon these debts to the Bank of Goodlettsville other than pursuant to this Property Settlement Agreement, and it is therefore agreed between the parties that the Husband's responsibility for these debts shall be considered as Alimony in Solido.

C. The Husband shall have the sole and specific responsibility and legal liability for a promissory note of the Wife evidencing an indebtedness to Associates Financial Services. A copy of this note is attached hereto and made a part of this Property Settlement Agreement as Exhibit "B". It is the understanding of the parties that the present balance upon this obligation is approximately $2500.00. The Husband shall hold the Wife harmless for any liability upon this obligation whatever, and shall indemnify her from any loss thereon.

It is the Husband's contention that he is in no way presently obligated upon this debt to Associates Finance Company other than pursuant to this Property Settlement Agreement, and it is therefore agreed between the parties that the Husband's responsibility for this debt shall be considered as Alimony in Solido.

D. The Wife shall have the sole responsibility for the debt owing by the parties to the Cain-Sloan Company in the approximate amount of $442.50.

E. The Husband shall have no obligation or liability with respect to any personal obligations of the Wife which were incurred by her prior to the date of this agreement or subsequent to this agreement - all such debts and obligations being the sole responsibility of the Wife. The Wife shall have no obligation or liability with respect to any personal obligations of the Husband which were incurred by him prior to the date of this agreement or subsequent to this agreement - all such debts and obligations being the sole responsibility of the Husband,

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provided, however, that both Husband and Wife are bound by and shall perform the obligations and undertakings under this Agreement.

F. The Husband shall have the obligation of meeting, in a timely fashion, the monthly installments to Fidelity Federal Savings & Loan Association of approximately $204.00 due upon the mortgage which encumbers the parties' residence described herein in Section II-A above; however, Husband shall be entitled to reimbursement for payments made subsequent to the Wife's death, remarriage, or cohabitation as such is defined in this agreement.

IV. Child Custody and Child Support

A. The Husband and Wife are to share joint custody of the minor children of the parties, KEVIN BRADLEY NIXON, presently six (6) years of age; and RACHEL ELIZABETH NIXON, presently nine (9) months of age.

B. Due to the parties' agreement and arrangement of joint custody, the Husband will pay no specific amount of child support to the Wife. However, the Husband will maintain health and hospitalization insurance upon the minor children comparable to that which is presently in effect, and will further be responsible for the childrens' medical or dental bills in excess of that amount covered by insurance. The Wife shall be responsible for maintaining Dental Insurance upon the children for so long as such is available to her at a reasonable rate.

V. Additional Terms and Agreements

The Husband shall maintain casualty insurance upon the parties' residence located upon that real property more fully described in Section II-A above and shall have the sole responsibility for the payment of all city and county real estate taxes upon said property to the extent that such are not a part of the normal monthly mortgage payment to Fidelity Federal Savings & Loan Association.

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Each of the parties shall, from time to time, at the request of the other, execute, acknowledge and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

The parties agree that if either of them is hereafter granted a divorce, either party may incorporate the present Agreement in the Divorce Decree to become enforceable by order of the Court.

It is further agreed and understood that this Agreement is intended to be a final settlement of the property rights of the respective parties and is a full discharge of the Husband from all other obligations to support Wife and a discharge from all other claims arising out of their marital relations and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitations, by way of dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, alimony and support, right to act as administrator or executor of the other's estate and this Agreement applies to all property now owned by Husband and Wife and any property that either of them may acquire in the future.

The Wife acknowledges that the provisions in this Agreement are fair, adequate and satisfactory to her and accepts them in full and final settlement of all claims and demands for alimony and fully discharges the Husband from all such claims and demands except as provided in this instrument.

It is further understood and agreed by and between the parties that this property settlement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. The

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provisions in this Agreement and their legal effects have been fully explained to each of the parties and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the said parties have read this instrument and have familiarized themselves with its contents and signed and executed this instrument on the 23rd day of March, 1983.

Anne Nixon
ANNE NIXON

Jack O. Nixon
JACK NIXON

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ATTORNEYS AT LAW
P. O. BOX 1099
LLATIN, TENNESSEE
37065

STATE OF TENNESSEE

COUNTY OF SUMNER

PERSONALLY appeared before me, the undersigned, a Notary Public in and for the state and county aforesaid, the within named, JACK NIXON, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Gallatin, Tennessee, this the 23 day of March, 1983.

Regina K. Waller

NOTARY PUBLIC

My Commission Expires: 8/5/85

STATE OF TENNESSEE

COUNTY OF SUMNER

PERSONALLY appeared before me, the undersigned, a Notary Public in and for the state and county aforesaid, the within named, ANNE NIXON, 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 Gallatin, Tennessee, this the 23 day of March, 1983.

Regina K. Waller

NOTARY PUBLIC

My Commission Expires: 8/5/85

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GALLATIN, TENNESSEE
37066

BOOK 6189 PAGE 980

Exhibit A

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INSTALLMENT NOTE DISCLOSURE & SECURITY AGREEMENT
© BANKERS SYSTEMS, INC. 1979 ST. CLOUD, MN 56301 R-29 FORM NDS-1M

Borrower(s) / Debtor(s) Name(s) & Address(es)	Lender's (Secured Party) Name & Address	Payment $	Due	Loan No.	Loan Amt $	Inception Date	Maturity Date
Jack O. Nixon 504 Wallace Drive Goodlettsville, TN 37072	THE [illegible] LETTSVILLE GOODLETTSVILLE, TN 37072 12-24-49 007	94.86	11th of ea mo	14-5574-03	2,276.64	Oct. 9, 1981	Oct. 8, 1983

TERMS OF LOAN The undersigned Borrower(s) (if more than one, jointly and severally and hereinafter, whether one or more, called Borrower) promises to pay to the order of the Lender (at Lender's address) the Total of Payments (Box 8 below) of Two thousand two hundred seventy six & 64/100 Dollars, payable in 24 equal consecutive installments of $ 94.86 beginning Nov. 11, 81 and on the same day of each ☒ month ☐ thereafter until paid in full. OVER $5,000.00 PURPOSE OF CREDIT

1 PROCEEDS	2 FILING FEES	3 CREDIT LIFE INSURANCE	4 ACCIDENT & HEALTH INSURANCE	5	6 AMOUNT FINANCED	7 FINANCE CHARGE	8 TOTAL OF PAYMENTS	ANNUAL PERCENTAGE RATE
$ 1,740.00	$	$ 34.15	$ 71.94	$	$ 1,846.09	$ 430.55 ITEMIZED Loan Charge $ Interest 430.55	$ 2,276.64	21 %

Credit Life and Accident & Health Insurance are voluntary and not required for Credit. If the Borrower obtains this insurance through the Lender, the costs (if financed) costs will be shown in box 3 and box 4 above for the term of the Credit are Credit Life $ 34.15 A&H $ 71.94
COVERAGE 1st Signer ☐ C L only ☒ C L A & H 2nd Signer ☐ C L jointly with 1st Signer
☒ I/WE DO ☐ I/WE DO NOT desire insurance Coverage as indicated above
1 Signed Jack O. Nixon Dated 10-9-81 19
2 Signed Dated 19
PROPERTY INSURANCE If written in connection with this Loan may be obtained by Borrower through any qualified Agent. If property insurance is purchased through Lender the policy term will be and Initial Premium will be $

LATE PAYMENT CHARGES & PREPAYMENT REBATE

If this Loan is paid in full prior to maturity or because of default the maturity date is accelerated, the Borrower will receive a refund of the unearned interest portion of the Finance Charge (no refund of the Loan Charge will be made) in an amount which shall represent at least as great a portion of the original charge as the sum of the periodical time balances after the date of prepayment bears to the sum of all the periodical time balances under the schedule of payments in the original Loan, provided however, no refund of less than $1.00 will be made.

A Late Payment Charge of 5% will be imposed on each installment payment past due by more than 15 days and payable to the Lender hereof. Interest shall be computed and accrued on any unpaid balance remaining after final maturity date or maturity by acceleration at the highest contract rate permissible under applicable law until final settlement.

If the Borrower and Lender agree to a renewal or extension of this Note, the Lender may charge from the date of the renewal or extension to the new maturity date the highest interest rate permissible under applicable law.

SECURITY Lender may (when and where legally permissible) charge this Note against Borrower's deposits and property maintained with or held by Lender. When applicable, this Note is also secured by the unearned premiums and proceeds of any insurance policy required or purchased hereunder. This Note is ☒ not further secured ☐ secured by the herein Security Agreement, that may secure future and other indebtedness and provides for a Security Interest under the Uniform Commercial Code in after-acquired property (no after-acquired property Security Interest attaches to consumer goods other than accessions unless the Borrower acquires rights in them within 10 days after the Secured Party gives value) and covers the following property to cover overdraft

(continued on reverse side hereof)

together with all parts, accessories, repairs, improvements and accessions thereto now or hereafter attached. Collateral ☐ will ☒ will not be acquired by Borrower with proceeds of the loan or advance made or to be made on or about the date hereof. Borrower will use Collateral primarily for ☐ personal, household or family purposes ☐ farming operations ☐ business purposes. Collateral ☐ will ☒ will not be used principally in the sale, lease or licensing of goods in which Borrower has rights. Purchase Money Loan: As defined by the Uniform Commercial Code, terms state and Secured Party ☐ is ☐ is not a seller of the Collateral.

The undersigned grants to the Secured Party a Security Interest in the Collateral (but assumes no personal liability for repayment of the Loan evidenced by this Instrument).

Signed:

By signing below, the Borrower(s) (Debtor(s)) signs this Note, Disclosure & Security Agreement, agrees to the Terms & Conditions on the backside and acknowledges receipt of a copy hereof on the Inception Date.

X Jack O Nixon (Debtor)
☐ IF CHECKED the signature below was required as a condition of credit.
XX Anna L. Nixon (Debtor)

NOTICE See other side for important information which is part of this Document

AUTHORIZED SIGNATURE OF SECURED PARTY SIGN ONLY IF SIGNING THIS DOCUMENT

Borrower(s) / Debtor(s) Name(s) & Address(es)	Lender's (Secured Party) Name & Address	SS#	Payment $	Due	Loan No.	Loan Amt $	Inception Date	Maturity Date
Jack Nixon 12-24-49 504 Wallace Drive Goodlettsville, TN 37072	THE BANK OF GOODLETTSVILLE GOODLETTSVILLE, TENNESSEE 859-2902	[redacted]	152.94	21st	14-5711-34	7,341.12	7-14-82	

TERMS OF LOAN The undersigned Borrower(s) (if more than one, jointly and severally and hereinafter, whether one or more, called Borrower) promises to pay to the order of the Lender (at Lender's address) the Total of Payments (Box 8 below) of Seven Thousand Three Hundred Forty One and 12/100 Dollars, payable in 48 equal consecutive installments of $ 152.94 beginning 8-21-82 and on the same day of each ☒ month ☒ thereafter until paid in full. OVER $5,000.00 PURPOSE OF CREDIT

1 PROCEEDS	2 FILING FEES	3 CREDIT LIFE INSURANCE	4 ACCIDENT & HEALTH INSURANCE	5	6 AMOUNT FINANCED (1+2+3+4+5)	7 FINANCE CHARGE	8 TOTAL OF PAYMENTS (6+7)	ANNUAL PERCENTAGE RATE
$ 2,064.49 R 2,351.22 N	$	$ 220.23	$ 303.19	$	$ 4,939.13	$ 2,401.99 ITEMIZED Loan Charge $ Interest 2,401.99	$ 7,341.12	21.0

Credit Life and Accident & Health Insurance are voluntary and not required for Credit. If the Borrower obtains this insurance through the Lender, the costs (if financed) costs will be shown in box 3 and box 4 above for the term of the Credit are Credit Life $ 220.23 A&H $ 303.19
COVERAGE 1st Signer ☐ C L only ☒ C L A & H 2nd Signer ☐ C L jointly with 1st Signer
☒ I/WE DO ☐ I/WE DO NOT desire insurance Coverage as indicated above
1 Signed Jack Nixon Dated July 14, 1982
2 Signed Dated 19
PROPERTY INSURANCE If written in connection with this Loan may be obtained by Borrower through any qualified Agent. If property insurance is purchased through Lender the policy term will be and Initial Premium will be $

LATE PAYMENT CHARGES & PREPAYMENT REBATE

If this Loan is paid in full prior to maturity or because of default the maturity date is accelerated, the Borrower will receive a refund of the unearned interest portion of the Finance Charge (no refund of the Loan Charge will be made) in an amount which shall represent at least as great a portion of the original charge as the sum of the periodical time balances after the date of prepayment bears to the sum of all the periodical time balances under the schedule of payments in the original Loan, provided however, no refund of less than $1.00 will be made.

A Late Payment Charge of 5% will be imposed on each installment payment past due by more than 15 days and payable to the Lender hereof. Interest shall be computed and accrued on any unpaid balance remaining after final maturity date or maturity by acceleration at the highest contract rate permissible under applicable law until final settlement.

If the Borrower and Lender agree to a renewal or extension of this Note, the Lender may charge from the date of the renewal or extension to the new maturity date the highest interest rate permissible under applicable law.

Lender may (when and where legally permissible) charge this Note against Borrower's deposits and personal property maintained with or held by Lender. When applicable, this Note is also secured by the unearned premiums and proceeds of any insurance policy required or purchased hereunder. ☐ This Note is not further secured ☐ This Note is secured by a Security Agreement dated [illegible]. The Security Agreement may secure future or other indebtedness, provides for a Security Interest under the Uniform Commercial Code in after-acquired property (no after-acquired property Security Interest attaches to consumer goods other than accessions unless the Borrower acquires rights in them within 10 days after the Secured Party gives value) and covers the following property:

[illegible] inception date

RECORDER'S MEMO
LEGIBILITY OF WRITING, PRINTING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

$ 7,446.91

Jack O Nixon
PO Box 17524
Nashville Tn 37217-0524

Phone

MODIFICATION

Trust Note 36 Monthly Installments

Goodlettsville, Tenn. August 16, 1980

For value received we promise to pay to the order of the Bank of Goodlettsville the principal sum of Seven-thousand four-hundred forty-six and 91/100---------- DOLLARS ($7,446.91)

in monthly installments as follows, namely: On the 16th day of September 1980 the sum of One-hundred twenty and no dollars ($120.00) and thereafter 34 monthly installments each for like amount with interest on said principal sum from date hereof, until and 1 balloon installment of $5,846.89.

paid at the rate of 13 per cent per annum, payable monthly on the 16th day of each month. XXXXXXXXXXXXXXXXX

All installments of both principal and interest due on this note are payable in Goodlettsville, Tennessee, at par in the lawful money of the United States of America in the office of the Bank of Goodlettsville. This note is secured by a trust deed of even date duly recorded in the Register's Office of Davidson County, Tennessee, made by Jack Owen Nixon wife Anne L. Nixon conveying to G. G. Garrett, Jr., Trustee; Lot 67 Grizzard Manor Section 3, Davidson Cty. in said county. Privilege is reserved of pay any number of said monthly payments or this note may be paid in full on any paying date.

Demand, notice and protest are expressly waived and if not paid in full at the time and in the manner above specified, then all principal and accrued interest shall, at the option of the holder hereof, become at once due and payable without notice and, in the event of such default, I will pay all expenses and costs, including reasonable attorney's fees, incident to collection. All parties hereto, whether makers, endorsers, sureties, guarantors or otherwise, hereby waive notice of dishonor, protest, notice of protest and notice of non-payment of this obligation, and further agree that the time of payment may be extended from time to time without notice and without affecting their liability.

REBATE

In the event that interest is charged on this deed of trust note, this loan may be prepaid at anytime, and the unearned portion of the finance charge will be refunded based on the Rule of 78's. However, if the earned portion of the finance charge (so computed on Rule of 78's) is less than (1) $10.00 or (2) $1.00 times the number of payments listed in the payment schedule hereof, the amount so charged may nevertheless be 1 or 2, whichever is greater (lenders minimum fee).

A late payment charge of 5% will be imposed on each installment payment 15 days or more past due and payable to the holder hereof.

508163

Jack Owen Nixon
JACK OWEN NIXON

Anne L. Nixon
ANNE L. NIXON

BG-2

579

BOOK 6188 PAGE 981

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

BOOK 6189 PAGE 982

580

1) CNEXT

CLN: 366532331 LINE: 8163 BR: PAGE 01 OF 03

LOAN BAL	INT DUE	LATE CHRG	*LEVEL PYMT*	1 DAY:	2.01
5,650.41	22.11	.00	INS REFUND		PAYOFF
DATE PYMT DUE		04/16/83	.00	LIFE INSURANCE REFUND:	5,672.52
PAST DUE:	0 DAYS	.00		P & H INSURANCE REFUND:	.00
INTEREST FREQUENCY:		MONTHLY		OTHER INSURANCE REFUND:	.00
DATE NEXT INTEREST:		04/16/83		PARTIAL PAYMENT AMOUNT:	.00
AMOUNT NEXT INTEREST:		24.37		LAST ACTIVITY: TC	03/10/83
PRINCIPAL FREQUENCY:		MONTHLY		RESPONSIBILITY CODE:	001
DATE NEXT PRINCIPAL:		04/16/83		MATURITY DATE:	08/16/83
AMOUNT NEXT PRINCIPAL:		120.00		LATE CHG: 1 DAYS: 15	5.000%

14-55199-04

Balance of Payments $ 948.00
Page 7

9/9/71

14-55199-04

Balance of Payments $ 1,845.00
Page 8

1,845.00

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— Exhibit B — Loan Agreement

LENDER

(UTILITY ACCEPTANCE) (INC. TENNESSEE

BOOK 6189 PAGE 983

The Agreed Rate of Interest is 7.25% per annum, deducted in advance, on an amount [illegible] payments less the insurance and maintenance fees. However, in no event shall the maximum interest charged on this loan exceed 18% per annum.

PREPAYMENT — Borrower(s) promises to pay the above named Lender the total of payments in [illegible] payments beginning on the first payment date stated above and continuing on the same [illegible] until paid. If there is no such date in any month that follows, then payment shall be due on the last day of that month. After maturity, interest will be charged at the rate of 18% per annum.

LATE CHARGES — If any payment is more than [illegible] days past due, a late charge of 5% may be collected on each $10.00 or $1.00 of the unpaid balance of the payment which is past due after deducting the monthly insurance and maintenance fees.

ACCELERATION — If any payment is not paid when due or if Borrower(s) fails to comply with any of the terms of this transaction, the entire unpaid amount of this indebtedness may, at the option of the Lender, become due and payable without demand or notice, and if this occurs, the Borrower(s) shall be allowed a credit of unearned interest computed as set forth in the "Prepayment in Full Rebate" section.

ATTORNEY FEES — If this Loan Agreement is referred for collection, Borrower(s) agrees to pay reasonable attorney's fees, costs and reasonable costs of collection.

PREPAYMENT IN FULL REBATE — Borrower(s) may prepay this loan in full at any time. If this loan is prepaid in full, the refund will be calculated as follows:

(a) When the total of payments is $10,000.00 or less, the rebate shall be computed at the [illegible] amount off each monthly payment for the time prepaid.

(b) When the total of payments is more than $10,000.00, the rebate shall be computed by the [illegible]

In either (a) or (b), the insurance and maintenance fee shall be refunded on a pro rata basis. No service charge will be refunded. [illegible] refund of less than $1.00 will be made.

SECURITY FOR THIS LOAN — Borrower(s) grants to Lender a security interest in property described below. This [illegible] subject to the provisions in the sections which follow.

☐ Vehicle _____ Year _____ Make _____ Ident. No. _____
together with all [illegible] equipment and accessories.

☒ Other (Specify) [illegible] GE brown refrigerator, GE brown range, AM distressed gold, Beige sofa, white Hotpoint freezer, white Hotpoint Dryer, [illegible] set w/4 white leather chairs, couch and loveseat, Tan velvet Lazy-Boy recliner, Glass & chrome coffee table, 2 end tables chrome, 2 orange lamps, Magnavox color TV 25" console, 7 Pc. Stereo Sys Seasat w/2 speakers, desk, chair, double dresser, king size bed, 2 night maple chest, 19" Sony color TV, 12" Hitachi color TV, Etagere, couch Zenith color TV, Hitachi microwave, 19" Hitachi color TV.

(Continue description of security on other side if necessary)

INSURANCE — The Borrower(s) will provide insurance against loss of or damage to the property as Lender may require by separate agreement.

REPOSSESSION — If Borrower(s) defaults in payment of this loan or fails to comply with any of the terms of this Agreement, the Lender shall have all the rights granted to a secured party under the Uniform Commercial Code, including, but not limited to, the right to repossess, sell and be paid by Borrower(s) in a deficiency for any balance owing. Borrower(s) is entitled to any surplus as a result of the sale, it will be paid to the Borrower(s).

[illegible] The full amount of the Unpaid Principal Balance [illegible]

[illegible] SHOULD BE OF THIS CONTRACT [illegible] NOT BE SUBJECT TO ALL CLAIMS AND DEFENSES WHICH [illegible] MOTOR CORP. ASSERT AGAINST THE [illegible] ARISING OUT OF SERVICES OBTAINED WITH THE PROCEEDS OF [illegible] RECOVERY HEREUNDER BY THE BUYER SHALL NOT EXCEED AMOUNTS PAID BY THE BUYER HEREUNDER.

The Borrower acknowledges receipt of a completely filled-in copy of this Loan Agreement.

Thos E Holmes
(BORROWER)

By: Betty A. Curtis
Typed

Jean W. Holmes
(BORROWER)

X Jack A Dixon
(BORROWER)

The undersigned is not personally liable for this loan but grants a security interest in the property described above as security for this loan.

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581

[illegible] REV 6 82

BOOK 6189 PAGE 984

Return John W. Jones
Allcation, Inc.
162 W. Main St.
Hendersonville, TN.

SUMNER COUNTY, TENNESSEE
Filed for record
2:16 o'clock P M

JUN 2 1983

Registered in Deed
Book 469 Page 566
KATHRYN BROWN, Register of Deeds

H 9 0 7 6 2

IDENTIF. REFERENCE

DEC 7 1 39 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN