BOOK 6232 PAGE 451

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

PERRY F. HARRIS, MACK MAGAHA,

and PORTER WAGONER,

TO

PAUL L. WRIGHT and wife,
JANELLE G. WRIGHT

For draftsman's use

THIS INSTRUMENT PREPARED BY:
MOLLIE L. WOODALL
Attorney at Law
213 THIRD AVENUE NORTH
NASHVILLE, TENN. 37201
(615) 254-3445

BOOK 6213 PAGE 961

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
PAUL L. WRIGHT et ux (NAME)	SAME (NAME)	Map 150
236 Sailboat Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 178
Nashville, TN 37217 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

H 9 7 4 3 2

IDENTIF. REFERENCE

JAN 13 2 10 PM '84

FELLER, REGISTER
DAVIDSON COUNTY, TN

RUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 13,140.00 Paul L. Wright
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th DAY OF January, 1984.

Mollie L. Woodall
Notary Public

MY COMMISSION EXPIRES: 8-July-1985

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Thirteen thousand one hundred and forty and no one-hundredths ($13,140.00) DOLLARS of which $ 2,000.00 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 and delivered their Installment Deed Note of even date herewith drawn payable in the principal amount of eleven thousand one hundred forty and no one-hundredths dollars ($11,140.00) to the order of Perry F. Harris, Mack Magaha, and Porter Wagoner in fifty-nine (59) monthly installments of $200.00 each, to be applied first to interest at the rate of ten per cent (10%) per annum and then to the reduction of principal, beginning January 31, 1984, and continuing thereafter on the last day of each consecutive, successive month for fifty-nine (59) months with the remaining unpaid balance of principal and interest to be paid in full on the last day of the sixtieth month

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,

Perry F. Harris, Mack Magaha, and Porter Wagoner,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Paul L. Wright and wife, Janelle G. Wright,

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

Land in Davidson County, Tennessee, being Tract No. 5 on Survey of Gregory Underwood, dated April 11, 1982, described as follows:

Beginning at a point in the east margin of Hobson Pike, said point lying north 41° 02' east 988.48 feet from the northeast corner of Map 164, Parcel 52; thence with said margin of Hobson Pike north 41° 02' east 360 feet to a point; thence south 48° 34' east 807.82 feet to a point; thence south 75° 17' west 317.60 feet to a point; thence south 22° 44' west 110.00 feet to a point; thence north 47° 53' west 663.68 feet to the point of beginning.

Being part of the same property conveyed to Perry F. Harris, Mack Magaha, and Porter Wagoner by deed from Oliver H. Dale and wife, Claudine M. Dale, of record in Book 4597, page 39, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to an easement to the Unites States of America, for T.V.A. Power Transmission Line, of record in Book 2590, page 263, Register's Office for Davidson County, Tennessee, and an easement and Right of Way in favor of U.S. in Declaration of Taking of record in Book 4437, page 585, and Judgment of record in Book 4537, page 451, Register's Office for Davidson County, Tennessee.

This is unimproved (X) improved ( ) property, known as Hobson Pike, Nashville, TN 37027
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

BOOK 6232 PAGE 452

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 Rollie L. Woodall, 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 $_____ 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:

BOOK 6213 PAGE 962

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 31st day of December 19 83

Perry F. Harris, M.D. — Mack Magaha

Porter Wagoner by Nancy Hurt Attorney-in-fact — Paul L. Wright

Janelle G. Wright

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Rollie L. Woodall, a Notary Public in and for said County and State, the within named Perry F. Harris, Mack Magaha, and Nancy Hurt, and Paul L. Wright and wife, Janelle G. Wright, 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 January, 19 84

Rollie L. Woodall, Notary Public.

Commission expires 29 JULY 1985

ROLLIE L. WOODALL NOTARY PUBLIC DAVIDSON COUNTY STATE OF TENNESSEE

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 _____.

STATE OF TENNESSEE)
) ss:
COUNTY OF DAVIDSON)

BOOK 6232 PAGE 453

On the 12th day of January, 1984, before me, Rollie L. Woodall, a Notary Public in and for said County and State, personally appeared Nancy Hurt to me known to be the person who executed the foregoing instrument in behalf of Porter Wagoner, and acknowledged that she executed the same as the free act and deed of the said Porter Wagoner.

Witness my hand and seal at Nashville, Tennessee, this the 16th day of February, 1984.

Rollie L. Woodall
NOTARY PUBLIC

My Commission Expires: July 29, 1985.

ROLLIE L. WOODALL NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Re-Recorded
10358

IDENTIF. REFERENCE

FEB 16 | 43 PM '84
FILED
DAVIDSON COUNTY, TN

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