This instrument was Prepared by Dewey Pedigo, Jr., of the Law Firm Pedigo & Saindon; 301 Stahlman Building., Nashville, Tenn 37201

B4428

INSTALLMENT DEED

BOOK 6278 PAGE 415

For and in Consideration of the sum of SEVENTY FIVE THOUSAND AND NO/100 ----------

----------($75,000.00)---------- Dollars,

of which TEN THOUSAND AND NO/100 ----------($10,000.00)---------- Dollars,

has been paid in cash by Robert A. Shumate and wife, Beulah A. Shumate

the receipt of which is hereby acknowledged, and for the remainder SIXTY FIVE THOUSAND AND NO/100

----------($65,000.00)---------- Dollars,

the said Robert A. Shumate and wife, Beulah A. Shumate have executed an installment deed note in the principal amount of $65,000.00 payable to the order of William A. Hays and wife, Nancy Bing Hays. Said note being due and payable on or before one year from even date. Said note bears interest at the rate of 12% per annum. Said note may be paid in full at any time without penalty. It is agreed that the grantees proposes to subdivide the subject premises into smaller lots and if any lots are sold before this indebtedness is paid in full all proceeds are to be applied to the unpaid balance.

all of said notes bearing 12 per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, We, William A. Hays and wife, Nancy Bing Hays

have this day bargained and sold, and do hereby transfer and convey unto the said Robert A. Shumate and wife, Beulah A. Shumate their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being part of Lot No. 1 on the Map of the Subdivision of a part of the H. B. Chadwell Tract, of record in Book 421, page 61, Register's Office for said County, and also the easterly part of Lot No. 10 on the Plan of Madison Park Subdivision of record in Book 421, page 184, said Register's Office which easterly part of Lot No. 10 is designated also as being Lot No. 3 on an unrecorded Map of a Resubdivision of said Lot No. 10 and being more particularly described according to an unrecorded survey made by Bruce Rainey & Associates, dated February 1, 1984.

Beginning at a point in the southerly margin of Neely's Bend Road, said point being the northwest corner of property conveyed to Eugene Earl Campbell, etux, as of record in Book 6182, page 547, said Register's Office, and being the northeast corner of the herein described tract; thence south 34 deg. 59' 20" west 400.00 feet to a point; thence south 51 deg. 10' 52" east 125.00 feet to a point; thence south 34 deg. 59' 20" east 638.78 feet to a point; thence north 52 deg. 01' 40" west 240.00 feet to a point; thence north 35 deg. 00' 00" east 817.08 feet to a point; thence north 9 deg. 17' 36" east 215.96 feet to a point in the southerly margin of Neely's Bend Road; thence with said margin in an easterly direction along a curve having a radius of 430.00 feet a distance of 179.26 feet to a point; thence continuing with the said southerly margin of Neely's Bend Road, south 51 deg. 10' 52" east 32.31 feet to the point of beginning, and containing 4.81 acres, more or less.

Being the same property conveyed to William A. Hays and wife, Nancy Bing Hays, by deed from Virginia Haley Hays and husband, Davis Webb Hays, of record in Book 3286, page 138, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to Easement for sanitary sewers and/or storm drainage granted to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 5148, page 171, Register's Office for DAvidson County, Tennessee.

This is improved (X) unimproved property, known as 556 Neely's Bend Road (House Number) (Street) Madison (P. O. Address) (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Robert A. Shumate and wife, Beulah A. Shumate 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 said real estate to said Robert A. Shumate and wife, Beulah A. Shumate 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 Robert A. Shumate and wife, Beulah A. Shumate

do hereby transfer and convey unto Dewey Pedigo, Jr., 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 Robert A. Shumate and wife, Beulah A. Shumate 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 value 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 interst 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 Robert A. Shumate and wife, Beulah A. Shumate 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

* the statutory right of redemption ** statutory or elective rights

may bid at any sale under this trust 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 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 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 Robert A. Shumate and wife, Beulah A. Shumate 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 Dewey W. Pedigo, Jr., Trustee, shall be vested in said successor.

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.

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IN WITNESS WHEREOF, we, the said William A. Hays and wife, Nancy Bing Hays and Robert A. Shumate and wife, Beulah Shumate hereunto set our hands at Nashville, Tennessee, this the 21st day of April 1984.

William A. Hays

Nancy Bing Hays

Robert A. Shumate

Beulah A. Shumate

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Robert A. Shumate and wife, Beulah A. Shumate

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 21 day of April, 19 84

Commission Expires April 19, 1987

Jo Ann Smith Notary Public.

STATE OF FLORIDA
SARASOTA **County.**

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named William A. Hays and wife, Nancy Bing Hays

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 Sarasota, Florida this 21 day of April, 19 84

Notary Public, State of Florida at Large
My Commission Expires June 2, 1984

Notary Public.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5278 PAGE 418

Before me, , a Notary Public of the State and

County aforesaid, personally appeared ,

with whom I 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 .

(over for additional acknowledgements)

I 1 7 8 7 1

IDENTIF. REFERENCE

APR 25 2 33 PM '84

FELIX A. WILSON II REGISTER
DAVIDSON COUNTY, TN

INSTALLMENT DEED

FROM
William A. Hays and wife,
Nancy Bing Hays

TO
Robert A. Shumate and wife,
Beulah A. Shumate

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

TOLLEY CO NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
Robert A. Shumate (NAME)	Robert A. Shumate (NAME)	52-1-324
1303 Elm Hill Pike (STREET ADDRESS OR ROUTE NUMBER)	1303 Elm Hill Pike (STREET ADDRESS)	
Nashville, Tennessee 37210 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37210 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 75,000.00 Robert A. Shumate
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 25th DAY OF April 1984

Notary Public

MY COMMISSION EXPIRES: April 19, 1987

(AFFIX SEAL)

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

75000.00- CAMT.
65000.00- MAMT.
195.00 CSTAX
63.00 MSTAX
.50 PRFEE
12.00 WDEED
CHECK 270.50-

144004/25/84 CAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 1 7 8 7 1

IDENTIF. REFERENCE

APR 25 2 33 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 31111