Prepared By: King, Ballow & Little
24th Floor
First American Center
Nashville, TN 37238

INSTALLMENT DEED

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NEW OWNER:
EARLIS JOHNSON
2810 Rural Hill Circle
Nashville, TN 37217

SEND TAX BILLS TO:
Same

MAP PARCEL NUMBERS
Map 8-81
Parcel 14-152

FOR AND IN CONSIDERATION of the sum of Nine Thousand and Ninety and No/100 ($9,090.00) Dollars of which Five Hundred and No/100 ($500.00) Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Eight Thousand Five Hundred Ninety ($8,590.00) Dollars, EARLIS JOHNSON and wife, BARBARA ANN JOHNSON, have executed a note of even date in the amount of $8,590.00 payable to the order of C. W. FITZGERALD and wife LAURA M. FITZGERALD in monthly installments of $121.45 each beginning on the first day of ~~July~~ Aug, 1984, and thereafter a like sum of $121.45 per month until the unpaid balance (principal and interest) is paid in full. Said monthly installments of $121.45 each include the payment of principal and interest at the rate of 8% per annum on the unpaid balance 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, C. W. FITZGERALD and wife, LAURA M. FITZGERALD, have this day bargained and sold, and do hereby transfer and convey unto the said EARLIS JOHNSON and wife, BARBARA ANN JOHNSON certain real estate in Davidson County, Tennessee as follows:

BEGINNING at a concrete monument in the westerly margin of Fitzgerald (Bidwell) Road, said monument being the northeast corner of the property conveyed to Steve Butterworth, etux, by deed of record in Book 6226, page 983, of the Register's Office of Davidson County, Tennessee;

THENCE, with Butterworth's northerly boundary, north 75° 56' 42" west, 685.0 feet to an iron pin;

THENCE, north 35° 20' 21" east, 126.07 feet to an iron pin;

THENCE, south 78° 52' 09" east, 635.0 feet to a concrete monument in the westerly margin of Fitzgerald (Bidwell) Road;

THENCE, with the westerly margin of said road, with a curve to the right (R= 195.44 feet; I= 8° 46' 40") a distance of 29.44 feet to an iron pin;

THENCE, south 12° 59' 40" west, 120.11 feet to the point of beginning, containing 2.02 acres, more or less.

CHECK

07/17 12.75-

4082

BEING a portion of the property conveyed to C. W. FITZGERALD and wife, LAURA M. FITZGERALD by deed of record in Book 1730, page 505 of the Register's Office of Davidson County, Tennessee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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The actual consideration or value whichever is greater, for this transfer is $ 8,000.00 Subscribed and sworn to before me, this the 16 day of July

1984 Affiant

My Commission Expires JAN. 19, 1986

My commission expires: _____

(Affix Seal) Notary Public

This is unimproved property, on Bidwell Road, ~~Greenbrier~~ Joelton, Tennessee ~~37073~~ 37080.

TO HAVE AND HOLD said real estate, with the appurtenances, estate title and interest thereto belonging, to the said Grantees their (successors,) 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 Grantees their (successors,) 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 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 herein provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Earlis Johnson and wife, Barbara Ann Johnson, hereinafter referred to as trustors, hereby transfer and convey unto Frank S. King, Jr., 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 hereinafter 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 12 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby. BOOK 6339 PAGE 106

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 of 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, statutory right of redemption, homestead, dower and all other exemptions (statutory and common law) 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 his 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. 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.

The owner and holder of said indebtedness may, from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the property, the successor Trustee shall succeed to all the title, power and duties conferrred upon the Trustee herein and by applicable law.

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.

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 ~~June~~ July, 1984.

C. W. Fitzgerald
C. W. FITZGERALD

Earlis Johnson
EARLIS JOHNSON

Laura M. Fitzgerald
LAURA M. FITZGERALD

Barbara Ann Johnson
BARBARA ANN JOHNSON

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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Personally appeared before me, Rob R. Nichols

_____, a Notary Public in and for said County and State,

_____ the within named bargainors, C.W. FITZGERALD and wife, LAURA M. FITZGERALD, and EARLIS JOHNSON and wife, BARBARA ANN JOHNSON 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 Tenn.

_____, this 16 day of July, 1984.

Rob R. Nichols

Notary Public

ROB R. NICHOLS NOTARY PUBLIC DAVIDSON COUNTY

Commission expires My Commission Expires JAN. 19, 1988

I 3 6 5 6 4

IDENTIF. REFERENCE

JUL 17 10 30 AM '84

FILED AND RECORDED IN REGISTER
DAVIDSON COUNTY, TN

RUSH

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
			9090.00- CAMT.	
			8590.00- MAMT.	
			23.66 CSTAX	
			6.60 MSTAX	
			.50 PRFEE	
			12.00 MDEED	
			CHECK	42.76-
		4082A07/17/84	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I.D. 6564

IDENTIF. REFERENCE

JUL 17 10 30 AM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No.0053129