INSTALLMENT DEED

BOOK 6449 PAGE 979

For and in Consideration of the sum of SIXTEEN THOUSAND AND NO/100 ($16,000.00) Dollars, of which ONE THOUSAND AND NO/100 ($1,000.00) Dollars, has been paid in cash by Robert P. Hoover and wife, Donna M. Hoover the receipt of which is hereby acknowledged, and for the remainder of FIFTEEN THOUSAND AND NO/100 ($15,000.00) Dollars, the said Robert P. Hoover and wife, Donna M. Hoover have executed their Note in the amount of $8,593.85 payable to Dillard Malone and wife, Camilla Malone and have assumed and agree to pay the balance of a certain Deed of Trust owing to Old Hickory Employees Credit Union executed by Dillard Malone and wife, to D. J. Brewer, Trustee, of record in Book 6343, Page 697, Register's Office for Davidson County, Tennessee.

all of said notes bearing nine (9%) 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, Dillard Malone and wife, Camilla Malone

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

Land in the 11th Civil District of Davidson County, Tennessee, being Lot No. 37 on the 2nd Revised Plan of Myatt-Eagan Subdivision of Lots Nos. 2 and 3 of the Anderson Estates, of record in Book 1424, Page 150, Register's Office for Davidson County, Tennessee.

Said Lot No. 37 fronts 145 feet on the westerly side of Archwood Drive and extends back between parallel lines 209 feet to a dead line in the rear.

Being the same property conveyed to Dillard Malone and wife, Bonnie J. Malone by deed from Billy T. Hanna and wife, Dorothy Jean Hanna of record in Book 5305, Page 764, Register's Office for Davidson County, Tennessee, the said Bonnie J. Malone having conveyed her interest in said property to Dillard Malone by instrument of record in Book 5884, Page 290, said Register's Office.

This is unimproved ( ) improved (XX) property, known as 123 Archwood, Madison, Tennessee 37115 (House Number) (Street) P. O. Address: (City or Town) (Zip Code)

12/17 60.70- CHECK

3328

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees, their heirs and assigns forever. Grantors covenant that they 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, except as herein specified. Grantors further covenant and bind themselves, their heirs and representatives, to warrant and forever defend the title to said Robert P. Hoover and wife, Donna M. Hoover, 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 P. Hoover and wife, Donna M. Hoover,

do hereby transfer and convey unto Earl Thompson, 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 P. Hoover and wife, Donna M. Hoover,

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 $at least $15,000.00 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 P. Hoover and wife, Donna M. Hoover, 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 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 P. Hoover and wife, Donna M. Hoover, their 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 Earl Thompson, 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 Dillard Malone and wife, Camilla Malone and Robert P. Hoover and wife, Donna M. Hoover, hereunto set our hands at Nashville, Tennessee, this the 17th day of December 1984

Dillard Malone

Camilla Malone

Robert P. Hoover

Donna M. Hoover

**STATE OF TENNESSEE**
**Davidson County**

Personally appeared before me, Judy M. Butler, a Notary Public in and for said County and State, the within named Dillard Malone and wife, Camilla Malone and Robert P. Hoover and wife, Donna M. Hoover,

the 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 17th day of December, 1984

Judy M. Butler, Notary Public.

Commission Expires 3/30/85

**STATE OF** _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor____, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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.....

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....., Notary Public.

Commission expires .....

(over for additional acknowledgements)

# INSTALLMENT DEED

FROM
DILLARD MALONE AND WIFE,
CAMILLA MALONE

TO
ROBERT P. HOOVER AND WIFE,
DONNA M. HOOVER

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

IDENTIF. REFERENCE

RUSH

1-7054.9

DEC 17 | 28 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

TOLLEY CO., NASHVILLE

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Robert P. Hoover, et ux (NAME) | Same (NAME) | Field Bk. 11D-53110 |
| Post Office Box 1263 (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | Map & Parcel 43-11-173 |
| Madison, TN 37115 (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | |

THIS INSTRUMENT WAS PREPARED BY
EARL THOMPSON, ATTORNEY
Suite 205, Ambrose Building
162 Fourth Avenue, North
Post Office Box 2868
Nashville, TN 37219
615/255-7443

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 16,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 17th DAY OF December, 19 84

Notary Public

MY COMMISSION EXPIRES: 3/30/85

(AFFIX SEAL)

**OFFICIAL RECEIPT**

**FELIX Z. WILSON, II**

**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

RECEIVED OF _____

FOR _____

BOOK 6449 PAGE 983

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | 146000.00- | CAMT. |
| | VD | | 146000.00 | CAMT. |
| | | | 16000.00- | CAMT. |
| | | | 8593.85- | MAMT. |
| | | | 41.60 | MSTAX |
| | VD | | 41.60- | MSTAX |
| | | | 41.60 | CSTAX |
| | | | 6.60 | MSTAX |
| | | | .50 | PRFEE |
| | | | 18.00 | RECFEE |
| | | | CHECK | 60.70- |
| | | | 5928A12/17/84 BAL | .00 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 7 0 5 4 9

IDENTIF. REFERENCE

DEC 17 1 28 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

**No.** 93740