PREPARED BY W. BAKER ATT. AT LAW
ASHLAND CITY TN

Installment Deed

BOOK 6475 PAGE 599

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. and Mrs. Kirk Johnson (NAME)	same (NAME)	78
501 Windsor Green Blvd #B75 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par P/O 10 etc
Goodlettsville (CITY) (P. O. ZONE) TN (STATE)	(CITY) (ZONE) (STATE)	& P/O 14

FOR AND IN CONSIDERATION of the sum of ------------------------------------

one hundred forty thousand-- *Dollars,*

of XXXXX--

XXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXX

Kirk Johnson and wife Sheila Johnson *have executed*

their single $140,000.00 deed note payable in annual installments of $16,444.36 each, the first such installment being due July 1st, 1986, and the remaining installments being due on July 1st of each succeeding year until the entire amount has been paid in full, including interest at ten percent a year,

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, we, Charles J. Hooper Jr. and wife Louise S. Hooper

have this day bargained and sold, and do hereby transfer and convey unto the said

Kirk Johnson and wife Sheila Johnson, and their *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

in the 13th Civil District of Davidson County;
beginning at a point in Roy H. Hooper's south line at the northeast corner of the tract described herein and in the right of way of Old Hickory Boulevard; thence north 80½° west 213 feet to a point; thence south 86½° west 372 feet to the center line of Cleeces' Ferry Road; thence with the same south 8° east 222 feet, and south 9°35' east 511 feet; thence leaving the center line of the said road south 73° west 1,200 feet to a point; thence north 6° east 1,461 feet to a point; thence north 80° west 203 feet to a locust post; thence westwardly with the meanders of a creek 1,320 feet to the low-water mark on the easterly bank of the Cumberland River; thence with the said low-water mark south 2°40' east 2,103 feet to a creek; thence easterly with the meanders of the said creek 2,550 feet to a point; thence south 81° east 530 feet to a point; thence with a fence north 89°55' east 429.21 feet to an iron pin; thence north 28°12'42" east 122.7 feet to an iron pin; thence north 5°19'16" west 220.22 feet to an iron pin; thence north 40°49'18" east 257.77 feet to an iron pin; thence crossing Cleeces' Ferry Road north 42°53' east 60.9 feet to an iron pin; thence north 56°40' east 325.61 feet to an iron pin; thence south 85°8'21" east 154.34 feet to an iron pin in the right of way of
(continued)

01/15 A14.50 CHECK

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or value whichever is greater, for this transfer is $140,000.00
Subscribed and sworn to before me, this the 18th day of January 19 85
Charles Hooper Jr.
Affiant
My commission expires: 4-6-86
(Affix Seal)
Sandra Frazier Duncan
Notary Public

SANDRA FRAZIER NOTARY PUBLIC STATE OF TENNESSEE

3274

description continued:

Old Hickory Boulevard; thence 540 feet northwardly with the said right of way to the point of beginning, containing 65.61 acres more or less according to survey by Terry W. Jenkins dated December 14th, 1984;
being part of the property conveyed to Charles J. Hooper Jr. and Louise S. Hooper from Addie Lee Hooper by deed dated August 30th, 1960, and recorded at page 323 of Deed Book 3128 in the Register's office of Davidson County, Tennessee;

unimproved ( )
This is improved ( ) property, known as ..... (House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Kirk Johnson and wife Sheila Johnson, and 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, and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Kirk Johnson and wife Sheila Johnson and 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 hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Kirk Johnson and wife Sheila Johnson ..... *hereinafter referred to as trustors, hereby transfer and convey unto* W. R. Baker, ... *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 hereafter 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 ten *percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.*

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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 or 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, 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. 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. 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 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.

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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

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 16th *day of* January, *19* 85

1.7.7.122

IDENTIF. REFERENCE

JAN 16 12 50 PM '85

FELIX A. ROBERTSON, II REGISTER
DAVIDSON COUNTY, TN

Charles J. Hooper Jr.
Charles J. Hooper Jr.

Louise S. Hooper
Louise S. Hooper

Kirk Johnson
Kirk Johnson

Sheila Johnson
Sheila Johnson

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Sondra Ingram Duncan, *a Notary Public in and for said County and State,* Charles J. Hooper Jr. and wife Louise S. Hooper

the within named 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 Ashland City, *Tennessee, this* 16th *day of* January, *19* 85.

Sondra Ingram Duncan *Notary Public*

NOTARY PUBLIC AT LARGE

Commission expires 4-6-86

STATE OF Tennessee }
COUNTY OF Cheatham }

Personally appeared before me, Sondra Frazier Duncan, *a Notary Public in and for said County and State,* Kirk Johnson and wife Sheila Johnson,

*the within named 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 Ashland City, Tennessee *this* 16th *day of* January, *19* 85

Sondra Frazier Duncan *Notary Public*

SONDRA FRAZIER DUNCAN NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires 4-6-86

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 .....

INSTALLMENT DEED

FROM

TO

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6475 PAGE 603

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
			140000.00-	CAMT.
			140000.00-	MAMT.
			364.00	CSTAX
			138.00	MSTAX
			.50	PRFEE
			12.00	WDEED
				CHECK 514.50-
			3974A01/16/85	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I.T. 1.22

IDENTIF. REFERENCE

JAN 16 12 50 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 101585