Installment Deed

BOOK 6716 PAGE 830

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Philip D. Hunter et ux	Same	50 7
(NAME:) 103 Overlook Drive	(NAME:)	Pan 10 as
(STREET ADDRESS OR ROUTE NUMBER) Hendersonville, TN 37075	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Ninety Two Thousand and no/100 ($92,000.00)---------- *Dollars,*

of which Twenty Two Thousand and no/100 ($22,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Seventy Thousand and no/100 ($70,000.00)----- *Dollars,*

Philip D. Hunter and wife Patricia G. Hunter *have executed*
an Installment Deed Note payable to the order of Robert E. Earheart in the principal amount of $70,000.00 payable on or before six months from this date plus interest at the rate of 11% per annum. Interest payable monthly beginning one month from this date and thereafter on the same day of each succeeding month until note is paid in full

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, Robert E. Earheart and wife V. Lucretia Earheart

have this day bargained and sold, and do hereby transfer and convey unto the said Philip D. Hunter and wife Patricia G. Hunter, their

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:
LAND in Davidson County, Tennessee being Lot No. 56 on the Subdivision Plan of Village By Creek, Section Four, plat of record in Book 6250, page 89, Register's office, Davidson County, Tennessee to which plat reference is here made for a more complete description thereof.
BEING part of the same property conveyed to Robert E. Earheart by deed from Frances Darlene Maddox et als. of record in Book 6279, page 21, Register's Office, Davidson County, Tennessee
THE above property is conveyed subject to the plan of record in Book 6250, page 89 and any restrictions placed on the property all of record in the Register's office for Davidson County, Tennessee.

This instrument prepared by Dewey W. Pedigo, Attorney, 3204 Freno Lane, Nashville, Tennessee 37214, on information furnished to him.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 92,000.00

Affiant

Subscribed and sworn to before me, this the 21 day of NOV 19 85

My commission expires: 2 1 88 (Affix Seal)

Notary Public

This is improved ( ) unimproved ( ) property known as LOT 56 (House Number) VILLAGE BY THE CREEK (Street) NASHVILLE TN (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
Philip D. Hunter and wife Patricia G. Hunter, 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* Philip D. Hunter and wife Patricia G. Hunter, 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 Philip D. Hunter and wife Patricia G. Hunter

hereinafter referred to as trustors, 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 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 $ insurable interest *, 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.*

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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 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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 equity of redemption, statutory right of redemption, homestead, and all other exemptions and rights 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 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

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

Witness our hand s this 21 day of November 19 85 the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said date and date.

Robert E. Earheart

V. Lucretia Earheart

Philip D. Hunter

Patricia G. Hunter

FILED FOR REGISTRATION
NOV 25 12 33 PM 85
REGISTER'S OFFICE
DAVIDSON COUNTY, TENN.

MAIL EXT.

IDENTIFICATION REFERENCE

5 5 6 6 2

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, _____ *a Notary Public in and for said County and State, the within named* Robert E. Earheart and wife V. Lucretia Earheart

the bargainor s _____, *with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, 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* November _____ *19* 85

My commission expires 2-1-88 _____ *Notary Public* Catherine A Ellis

STATE OF TENNESSEE
Davidson County.

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

Philip D. Hunter and wife Patricia G. Hunter

the bargainor s, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) 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 November, 1985.

Patricia Lane Grosser Notary Public

Commission Expires My Commission Expires Sept. 5, 1989

INSTALLMENT DEED

FROM

TO

Published by

Ticor Title Insurance Company
Public Square Building
344 4th Avenue North
NASHVILLE, TENNESSEE 37219

K 6716

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____ BOOK 6716 PAGE 832

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			920[illegible].00- CNVT,	
			700[illegible].00- MRT,	
			259.20 CSTAX	
			68.00 MSTAX	
			.50 PRFEE	
			6.00 MDEED	
			CHECK 313.70-	
			9891A11/25/85 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

5568662

TENNESSEE REFERENCE

Nov 25 12 33 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 195027