G#250519
File Box #35

Installment Deed

This instrument prepared by:
Joseph B. Pitt, Jr.
First American Center
Nashville, Tennessee 37238

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Leon Fanning etux	Leon Fanning etux	
(NAME):	(NAME):	
4856 Drakes Branch Road	1602 Campbell Road	Map 58
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37218	Goodlettsville, Tennessee 37072	Parcel 86
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

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FOR AND IN CONSIDERATION of the sum of NINETY THOUSAND AND NO/ 100 ---------- *Dollars, of which* THIRTY THOUSAND AND NO/100 ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* SIXTY THOUSAND AND NO/100 ---------- *Dollars,*

Leon Fanning and wife, Fronie L. Fanning *have executed*

a promissory note of even date payable to the order of Herman McCool and wife, Eula V. McCool in 120 monthly installments of $760.06 each, which include both principal and interest at the rate of 9% per annum, and the first installment falling due May 6, 1986 and the others on the 6th of each month thereafter until the entire balance is paid in full, which final installment is due on April 6, 1996.

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,

Herman McCool and wife, Eula V. McCool

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

Leon Fanning and wife, Fronie L. Fanning

(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

SEE ATTACHED "EXHIBIT A" FOR DESCRIPTION

83449

IDENTIFICATION REFERENCE

MAR 17 10 39 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 90,000.00

Subscribed and sworn to before me, this the 14th day of March, 19 86

Leon Fanning
Affiant

My commission expires: 11-12-89
(Affix Seal)

Karen E. Harris
Notary Public

This is improved (X) unimproved property, known as 4856 Drakes Branch Road (House Number) (Street) Nashville, Tennessee 37218 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

Herman McCool and wife, Eula V. McCool

(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* Leon Fanning and wife, Fronie L. Fanning

(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

Leon Fanning and wife, Fronie L. Fanning

hereinafter referred to as trustors, hereby transfer and convey unto Joseph B. Pitt, 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 $ 60,000.00 *, 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.*

CHECK 03/17 01:50 350

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 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 Registers 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.

Witness our hand S this 14th day of March, 1986, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Herman McCool
Herman McCool

Leon Fanning
Leon Fanning

Eula V. McCool
Eula V. McCool

Fronie L. Fanning
Fronie L. Fanning

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Herman McCool and wife, Eula V. McCool and Leon Fanning and wife, Fronie L. Fanning

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 Nashville, Tennessee, this 14th day of March, 19 86.

Karen E. Harris
Notary Public

Commission expires 11-12-89

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
Herman McCool etux

TO
Leon Fanning etux

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37208

EXHIBIT "A"

Land in the 13th, formerly the 23rd, Civil District of Davidson County, Tennessee, being the northeasterly part of Lot No. 5 and the southerly part of Lot No. 6 on the plan of the lands of Wm. J. Drake, deceased, as of record in Minute Book "J", pages 396 and 397, County Court for said County.

Said part of Lot No. 5 is described as follows:

Beginning at the northwest corner of the tract hereby conveyed on the south side of a public road, running thence south 6 degrees east 34.92 poles; thence south 34 degres west 28.48 poles; thence south 20 1/2 degrees west 17.20 poles to the southwest corner of the tract hereby conveyed; thence north 72 1/2 degrees east 151.76 poles to a stake in the north boundary line of Harriet Hyde's land; thence north 2 1/4 degrees east 26.73 poles to a beech; thence north 89 degrees west 127.80 poles to the beginning, containing 39.27 acres, more or less.

Said part of Lot No. 6 is described as follows:

Beginning at the southwest corner of said Lot No. 6 at a point 5 feet east of a cedar tree; thence along the line between Lots Nos. 6 and 7, north 3 1/4 degrees east 38.85 poles to a stake, southwest corner of the land conveyed by Harriet C. Ledbetter to W. H. Hall and wife, by deed of record in Book 303, page 449, Register's Office for said County; thence with said Hall's line, north 71 1/2 degrees east 42.3 poles to a stake; thence south 35 1/2 degrees east 31 poles to a stake, 10 feet north of a hickory tree on a ridge; thence north 70 degrees east 19.20 poles to a stake; thence north 47 1/2 degrees east 16 poles to a stake; thence north 40 degrees east 20 poles to an old stake, Tibbs' southwest corner of Home Tract; thence north 68 1/2 degrees east 1 pole to a stake in the east line of said Lot No. 6; thence south 3 1/4 degrees west 65.30 poles to a beech, southeast corner of said Lot No. 6; thence north 87 degrees west 100 poles along Marion Drake's north boundary line, to the beginning, containing 27.83 acres, more or less.

Being the same property conveyed to Herman McCool, by deed from Marion A. Drake, and wife of record in Book 1580, page 127, Register's Office of Davidson County, Tennessee.

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

RECEIVED OF _____

FOR _____

BOOK 6805 PAGE 39

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
			90000.00- CAMT.	
			60000.00- MAMT.	
			234.00 CSTAX	
			58.00 MSTAX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK	301.50-
			3504A03/17/86 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

8349

IDENTIFICATION REFERENCE

MAR 17 10 39 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 227804