BOOK 8207 PAGE 351

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

JOHN T. HICKS et ux

TO

D. R. PIRTLE et ux

For draftsman's use

THIS INSTRUMENT PREPARED BY:
FRANK M. NEWMAN, ATTY.
2623 Lebanon Road
Donelson, TN 37214

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
MR. & MRS. D. R. PIRTLE (NAME)	same (NAME)	096-01-0
2630 Old Lebanon Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 002.00
Nashville, Tenn. 37214 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	03DZ 65735

(FOR REGISTER'S USE)

61455

IDENTIF. TREFERENCE

OCT 1 2 53 PM '90

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY TN.

PICK-UP

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 83,000.00 D.R. Pirtle
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF October, 19 90

Frank M. Newman
Notary Public

MY COMMISSION EXPIRES: July 23, 1994
(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY, TN

FOR AND IN CONSIDERATION OF the sum of $83,000.00
EIGHTY-THREE THOUSAND and no/100---------- DOLLARS

of which $ 20,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their joint promissory note in the original principal sum of $63,000.00 (SIXTY-THREE THOUSAND and no/100 Dollars) payable to the order of JOHN T. HICKS or PEGGY HICKS in 96 monthly installments of $955.98 (NINE HUNDRED FIFTY-FIVE and 98/100 Dollars) each, each installment including principal and interest on the unpaid balance at the rate of 10% per annum,

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,
WE, JOHN T. HICKS and wife, PEGGY HICKS,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto
D. R. PIRTLE and wife, ESTELLE R. PIRTLE,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being lot known as The Mill Lot in the old 2nd Civil District of said County, beginning at a point on the north margin of the Lebanon Pike which intersects with the west margin of the Tennessee Central Railroad right-of-way; thence with said right-of-way North 45° West, 155 feet to a stake; thence South 4° East 118 feet to a stake on the north margin of the aforesaid pike; thence with the north margin of said pike North 86° East 100 feet to the beginning.

Being the same property conveyed to John Hicks and wife, Peggy Hicks, (John Hicks and John T. Hicks being one and the same person) by deed from Mrs. W. D. Goodpasture as of record in Book 5732, Page 141 in the Register's Office for Davidson County, Tennessee.

NOTE: Lebanon PIke as shown in the above description is now known as Old Lebanon Road.

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $63,000.00

This is unimproved ( ) improved (X) property, known as 2630 Old Lebanon Road, Nashville, Tenn. 37214
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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 represenatives, to warrant and forever defend the title to the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto Frank Newman 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 grantees 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 $ 63,000.00 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 interest 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 grantees, 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

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.

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.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 1st day of October, 19 90

John T. Hicks — Peggy Hicks

D. R. Pirtle — Estelle R. Pirtle

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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Personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named JOHN T. HICKS and wife, PEGGY HICKS, and D. R. PIRTLE and wife, ESTELLE R. PIRTLE, the bargainors, 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 1st day of October, 1990.

Frank M. Newman Notary Public

FRANK M. NEWMAN NOTARY PUBLIC TENN. DAVIDSON CTY.

Commission expires July 23, 1994

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, (or proved to me on the basis of satisfactory evidence), 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 _____

6073 03/01 01:01 03CHECK 351.05

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8207 PAGE 353

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

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

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

CAMT	83000.00
MAMT	63000.00
CON TX	273.90
MOR TX	70.15
PRFEE	1.00
MFEE	6.00
TOTAL	351.05
CHECK	351.05

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

10/01/90 01 14:55 0001 6073

61455

IDENTIF. T REFERENCE

OCT 1 2 53 PM '90

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

No. 360365