PURPOSE OF CORRECTION: To add mailing address

BOOK 9448 PAGE 521

CORRECTION

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

Clarence M. Lovell and wie,

Brenda G. Lovell

TO

Douglas Pack and wife, Jane Pack

For draftsman's use
Cumberland Title Company
Edward Seddon, Attorney
1187 Vultee Blvd.
Nashville, Tennessee 37217

Please return to:
Cumberland Title Company
313 E. Main, Maple Glen 1, Suite 5
Hendersonville, Tennessee 37075

← mail

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Douglas Pack etux, Jane Pack (NAME)	SAME (NAME)	Davidson Co. / Cheatham Co. MAP 36 / Map 53
5631 Higdon Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Davidson Co. Cheatham Co. Parcel 66/ Parcel 36.01
Joelton TN 37080 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

CHEATHAM COUNTY, STATE OF TENNESSEE
I, Dot Dowlen, Register of Deeds, do certify this instrument was received at 9:00 o'clock A.m., on 8-9, 1994, entered in Note Book A Page 263 entered in Book No. 355 Page 124
Amounts paid under receipt No.
STATE TAX: DEED $ 159.10
STATE TAX: MTGE $ 47.15
PROBATE FEE: $ 1.00
RECORDING FEE: $ 8.00
TOTAL $ 215.25
Dot Dowlen REGISTER

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ Sumner

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

$ 43,000.00 Douglas Pack Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 13th DAY OF July 1994

Notary Public

MY COMMISSION EXPIRES: 3-25-96

(AFFIX SEAL)

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

FOR AND IN CONSIDERATION OF the sum of FORTY THREE THOUSAND AND NO/100-------($43,000.00)---
DOLLARS

of which $ 3,000.00 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 one note in the amount of $40,000.00 payable in 15 years, as stated therein. The amount of $40,000.00 set forth herein includes and is not in addition to an existing mortgage of record in Book 8645, page 307, which Grantor agrees to pay in a timely manner and also an unreleased mortgage of record in Book 7869, page 875, both of record in the Register's Office for Davidson County, Tennessee. Should Grantor fail to do so, Grantee may pay and deduct from the amount owed on this obligation. The Grantee herein promises to pay the taxes and insurance on the said property annually, when due. If monthly payments on the $43,000.00 are not paid within 10 days of the due date a 5% penalty will be imposed. No prepayment penalty will be imposed.

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING PURPOSES IS $43,000.00

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,

Clarence M. Lovell and wife, Brenda G. Lovell

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Douglas Pack and wife, Jane Pack

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

Land lying in Cheatham and Davidson Counties, Tennessee, and being described according to a survey by Tommy E. Walker, Registered Land Surveyor, Tennessee No. 1465, according to a Survey dated 19 April, 1992, as follows, to wit:

BEGINNING at a point in the centerline of Higdon Road, Joelton, Tennessee, being the northeasterly corner of the same property conveyed to Jimmy E. Allen and wife, Brenda G. Allen, now Brenda G. Lovell, by deed from Jerry Shively, Administrator of the Estate of Mabel Elizabeth Kittell, as shown of record in Book 6291, page 86, Register's Office for Davidson County, Tennessee and Book 227, page 769, Register's Office for Cheatham County, Tennessee; THENCE along the centerline of Higdon Road, South 15° 22" 59' West, 50.93 feet to a point; thence, continuing along the centerline of Higdon Road, and with a curve to the left, having a radius of 1,211.40 feet, 125.80 feet to a point; thence, leaving the centerline of Higdon Road, North 66° 2" 5' West, 1,003.40 feet to a point; thence North 18° 43" 42' East, 298.13 feet to a point; thence South 83° 41" 35' East, 135.71 feet to a point thence South 31° 40" 52' East, 168.00 feet to a point; thence South 33° 40" 52' East, 264 feet to a point; thence South 49° 40" 52' East, 80 feet to a point; thence North 40° 30" 12' East, 210.60 feet to a point; thence South 49° 49" 00' East, 385.04 feet to a point in the BEGINNING. **

BEING the same property conveyed to Clarence M. Lovell and wife, Brenda G. Lovell by Quitclaim Deed of record in Book 318, page 906, Register's Office for Cheatham Co., TN and of record in Book 8653, page 366, Register's Office for Davidson Co., Tennessee.

This is unimproved ( ) improved ( ) property, known as 5631 Higdon Road Joelton, Tennessee 37080
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

**Also included in this conveyance is a mobile home with the vehicle identification #CLS079763TN(1991 Clay Make, CAN Model, HS Body with Title Order #44534873 Control#4487192

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 representatives, 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 Edward Seddon, 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 insurablevalue 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, 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 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 13th day of July 19 94.

Clarence M. Lovell — Douglas Pack

Brenda G. Lovell — Jane Pack

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } Sumner

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named Clarence M. Lovell and wife, Brenda G. Lovell and Douglas Pack and wife, Jane Pack

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

Tennessee, this 13th day of July, 19 94

Megan Gregis
Notary Public

Commission expires 5-25-96

MEGAN GREGIS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

CHEATHAM COUNTY, STATE OF TENNESSEE
I, Dot Dowlen, Register of Deeds do certify this instrument was received at 8:00 o'clock A m., on 8-24, 1994, entered in Note Book 0 Page 272 entered in Book No. 355 Page 407
Amount paid under receipt No. 12993
STATE TAX DEED $
STATE TAX MTGS $
PROBATE FEE: $
RECORDING FEE: $ 8.00
TOTAL $ 8.00
Dot Dowlen REGISTER

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

2599 08/29/94 21:01 03CHECK 8.00

IDENTIF. REFERENCE 85484

94 AUG 29 AM 10:33

FELIX DAVIDSON COUNTY, TN. REGISTER