Mail

THIS INSTRUMENT PREPARED BY LUTHER E. CANTRELL, JR., ATTORNEY AT LAW, P. O. BOX 190609, NASHVILLE, TN 37219-0609.

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. Randy Chapman Mrs. Terri Chapman 116 Shelby Old Hickory, TN 37138	Same	043.08-0 0 11.00

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00), of which TWO THOUSAND AND NO/100 DOLLARS ($2,000.00), has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder EIGHTEEN THOUSAND AND NO/100 DOLLARS ($18,000.00) on Installment Deed Note, has executed an Installment Deed Note for payment of ONE HUNDRED AND NO/100 DOLLARS ($100.00) per week, which includes interest at the rate of eight percent (8%) per annum, but not taxes or insurance, for a period of 210 weeks, and providing for payment of attorney's fees, and that the Installment Deed Note includes the payment for real property in the amount of FOUR THOUSAND AND NO/100 DOLLARS ($4,000.00), and payment for a Newnoon, 60'x12' trailer, with serial number 320997, said trailer located, but not affixed to, the real property in the amount of FOURTEEN THOUSAND AND NO/100 DOLLARS ($14,000.00), and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, and **HOWARD HOLLANDSWORTH** and wife, **GLADYS HOLLANDSWORTH**, have this day bargained and sold, and do hereby transfer and convey unto the said **RANDY CHAPMAN** and wife, **TERRI CHAPMAN**, their successors, heirs and assigns, certain real estate in Davidson County, Tennessee, as

*Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 18,000.

follows:

Beginning at a point in the southerly margin of Shelby Street at the common corner of Tracts 15 and 16; running thence with the line between said two tracts, south 44° 17' east 133.8 feet to a point in the northerly line of the property conveyed to L. J. Woodard by deed of record in Book 1733, page 121, Register's Office for said County; thence with Woodard's northerly line, south 50° 59' west 89.3 feet to an easterly line of the Morgan Hurt property; thence with said Hurt's line, north 37° 43' west 126.9 feet to a point in the southerly margin of Shelby Street; thence with the margin of the same, north 45° 43' east 74.9 feet to the beginning, and being part of the same property conveyed to Howard Hollandsworth and wife, Gladys Hollandsworth, by deed from Lester Kyle and wife, Ollie Kyle, as of record in Book 3648, Page 569, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration or value for the real property, whichever is greater, for this transfer is $6,000.00.

Randy Chapman
AFFIANT

Subscribed and sworn to before me, this the 12 **day of**

Feb, 1996
~~May, 1995~~.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 11-22-97

This is unimproved property known as 116 Shelby, Old Hickory, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said **RANDY CHAPMAN** and wife, **TERRI CHAPMAN**, 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 our heirs and representatives, to warrant and forever defend the title to said real estate to said **RANDY CHAPMAN** and wife, **TERRI CHAPMAN's**, 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 **RANDY CHAPMAN** and wife, **TERRI CHAPMAN**, hereinafter referred to as trustors, hereby transfer and convey unto **LUTHER E. CANTRELL, 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 replacement cost, 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 eight percent (8%) 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 my hand this 12 day of ~~May, 1995~~ Feb. 1996.

Howard Hollandsworth
HOWARD HOLLANDSWORTH

Gladys Hollandsworth
GLADYS HOLLANDSWORTH

Randy Chapman
RANDY CHAPMAN

Terri Chapman
TERRI CHAPMAN

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Luther E. Cantrell Jr a Notary Public in and for said County and State, **HOWARD HOLLANDSWORTH**, the within named bargainor(s), with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 12 day of ~~May, 1995.~~ Feb. 1996

NOTARY PUBLIC

MY COMMISSION EXPIRES: 11-22-97

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Luther E Cantrell, a Notary Public in and for said County and State, **GLADYS HOLLANDSWORTH**, the within named bargainor(s), with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

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COUNTY OF DAVIDSON)

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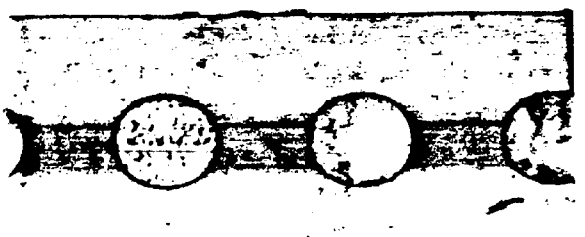
NOTARY PUBLIC

MY COMMISSION EXPIRES: 11-22-97

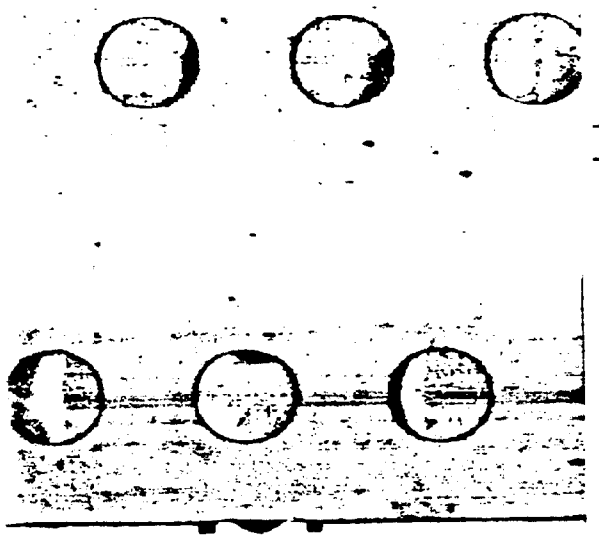
95 FEB 13 PM 2:37 DAVIDSON COUNTY REGISTER

0150099 IDENTIFICATION REFERENCE

7281 2/13 0101 03CHECK 69.50







OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9946PG757

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

CAMT	6000.00
MAMT	18000.00
CON TX	22.20
MOR TX	18.40
PRFEE	1.00
MTEED	28.00
TOTAL	69.60
CHECK	69.60

02/13/95 01 14:39 0001 7684

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0150099
IDENTIFICATION REFERENCE

95 FEB 13 PM 2:37

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 1005882