Prepared by Jerry L. Cain

This Form furnished by Attorneys Title Company, Inc. · **INSTALLMENT DEED** Form No. WD-4

FROM
HAROLD E. MADRY

TO
LARRY E. MADRY and wife,
PATRICIA D. MADRY

For draftsman's use

BOOK 4895 PAGE 965

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. & Mrs. Larry E. Madry (NAME)	(same) (NAME)	115-16
124 Allendale Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Part 90
Nashville, Tenn. 37205 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

C90582

(FOR REGISTER'S USE)
IDENTIF. REFERENCE
MAR 14 9 33 AM '75
FELIX A. POLK, JR., REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, ~~FOR THIS TRANSFER~~ IS $25,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE ~~13th~~ 14th DAY OF March 1975.

Notary Public

~~MY COMMISSION EXPIRES:~~ (AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) DOLLARS

of which $ 0 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 an Installment Deed Note of even date wherein they agree to pay to the order of the Grantor, the sum of Twenty-Five Thousand Dollars in 240 monthly installments as follows: On the 13th day of March, 1975, the sum of $151.50 and thereafter the sum of $151.50 on the first day of each succeeding month, the last installment for the sum of $151.50, being due on the 1st day of February, 1995. The installments include interest at the rate of 4% 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,

HAROLD E. MADRY

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

LARRY E. MADRY and wife, PATRICIA D. MADRY

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

Being Lot No. 45 on the Plan of West Meade Farms, Section 3, as of record in Book 1835, page 4, R. O. D. C., Tennessee.
Said Lot 45 fronts 75 feet on the northerly side of Allendale Drive, and runs back 182.3 feet on the easterly line and 195.2 feet on the westerly line, to a dead line, measuring 112 feet thereon.
Being the same property conveyed to Harold E. Madry and wife, Mildred T. Madry, by deed from Neil H. Barker and wife, Dorothy H. Barker, of record in Book 1910, page 429, Register's Office for Davidson County, Tennessee. The said Mildred T. Madry having since died.

It is further agreed by the Grantor and the Grantees, as evidenced by their signature hereon, that if, prior to payment in full of the Installment Deed Note heretofore described, the Grantees desire to transfer their interest in the above-described property, by way of gift, sale, or otherwise, other than to the Trustee named herein, the Grantor herein shall have a first option to purchase the said property for an amount equal to the principal paid by the Grantees on the above-mentioned installment deed note up until the date this option is exercised and the price of any improvements made to this property by grantees herein. The grantor shall have 60 days within which to exercise this option after written notification by the grantees of their desire to transfer the property.

This is unimproved ( ) improved (X) property, known as 124 (House Number) Allendale Drive (Street), Nashville (P. O. Address?), Tennessee (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 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 JERRY W. CARNOS 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 $ 25,000.00 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, 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 March 19 75.

Harold E. Madry — Larry E. Madry

Patricia D. Madry

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Alice Faye Sullivan, a Notary Public in and for said County and State, the within named HAROLD E. MADRY, LARRY E. MADRY and wife, PATRICIA D. MADRY

the 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 13th day of March, 19 75

ALICE FAYE SULLIVAN NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Alice Faye Sullivan, Notary Public.

Commission expires 7/18/'76

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 .....

MAR 14 CONV 25,000.00
MAR 14 REC'D 25,000.00
MAR 14 S'TAX A* 65.00
MAR 14 S'TAX A* 23.00
MAR 14 S'TAX A* .50
MAR 14 MTG TAX A* 6.00 * 94.50

Witness my hand and seal, at office in .....,

this ..... day of ....., 19.....

....., Notary Public.

Commission expires .....

ATTORNEYS TITLE COMPANY

INSTALLMENT NOTE

("DEED OF TRUST" OR "INSTALLMENT DEED")

BOOK 4895 PAGE 967

Installments

$ 25,000.00 Nashville, Tennessee, March 13 19 75

For value received we promise to pay to the order of HAROLD E. MADRY, the principal sum of TWENTY-FIVE THOUSAND Dollars ($ 25,000.00), in 240 (No.) monthly (Monthly, quarterly, etc.) installments as follows: on the 13th day of March, 1975, the sum of ONE HUNDRED FIFTY- ONE AND 50/100 ***** Dollars ($ 151.50) and thereafter the sum of ONE HUNDRED FIFTY-ONE AND 50/100 ***** Dollars ($ 151.50) on the 1st day of each succeeding month, the last installment, for the sum of ONE HUNDRED FIFTY-ONE AND 50/100 Dollars ($ 151.50), being due on the 1st day of February, 1995. The _____ (unpaid principal, or installments, bears or include) interest at the rate of four per centum (4 %) per annum, _____

In the event of default in the payment of any installment, principal or interest, the same shall bear interest at the rate of six per centum (6%) per annum from and after its due date.

All installments of both principal and interest due on this note are payable in Nashville, Tennessee, at par, in lawful money of the United States of America, in the office of Harold E. Madry.

This note is secured by an installment (trust or installment) deed of even date duly recorded in the Register's Office of Davidson County, Tennessee, made by Harold E. Madry to Larry E. Madry and wife, Patricia D. Madry conveying Lot No. 45 on the Plan of West Meade Farms, Section 3 in said county.

Privilege is reserved of paying any number of said monthly payments or this note may be paid in full on any paying date.

Demand, notice and protest are expressly waived; and if not paid in full at the time and in the manner above specified, then all principal and accrued interest shall, at the option of the legal holder hereof, become at once due and payable without notice, and in the event of such default, I or we will pay all expenses and costs, including reasonable attorney's fees, incident to collection, or enforcement or protection of any rights appertaining to, or growing out of the instrument securing this note; and it is expressly agreed that all rights granted to the payee herein, under the provisions of the instrument securing this note, shall inure to the benefit of, and be enforcible by, any lawful owner and holder of this note.

Failure of the owner and holder of this note to enforce any right herein granted, at any time, shall not preclude the right to enforce such rights as to any subsequent default or violation, the rights herein granted being continuing ones.

Larry E. Madry

Patricia Madry

PAYMENTS MADE

Date Paid	Interest	Principal	Balance	Init.	Date Paid	Interest	Principal	Balance	Init.	Date Paid	Interest	Principal	Balance	Init.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing In This Document Unsatisfactory When Received.