INSTALLMENT DEED

For and in Consideration of the sum of TWO-HUNDRED, FIFTY THOUSAND AND NO/100 ($250,000.00) Dollars, of which TWO-THOUSAND AND NO/100 ($2,000.00) Dollars, has been paid in cash by Donald Stover and wife, Mary Stover the receipt of which is hereby acknowledged, and for the remainder TWO-HUNDRED, FORTY-EIGHT THOUSAND AND NO/100 ($248,000.00) Dollars, the said Donald Stover and wife, Mary Stover have assumed and agreed to pay the remaining unpaid balance of a first mortgage in the amount of $32,730.66 plus interest in the amount of $166.79 of record in Book 3657, Page 171, said Register's Office, being held by Volunteer Federal Savings & Loan; and Grantees have this day executed their one promissory note in the original principal sum of $215,102.55 payable to the order of Eugene E. Davis and wife, Lucille W. Davis, and executed by Donald Stover and wife, Mary Stover, and given as part of the purchase money on the herein described property. Said note is payable in consecutive monthly installments of $800.00 each, including both principal and interest, interest being at the rate of 10% per annum. The first payment falling due on the first day of March, 1975, and continuing in consecutive monthly installments as aforesaid until the first mortgage has been paid at which time the $800.00 per month payment shall be increased by the amount of the payment previously being *continued, see page 3....

all of said notes bearing ~~six~~ 10% per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Eugene E. Davis and wife, Lucille W. Davis

have this day bargained and sold, and do hereby transfer and convey unto the said Donald Stover and wife, Mary Stover, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being part of Lot No. 1, of Section II on the Map of the Life & Casualty Insurance Company's Subdivision of the Dabbs & Elliott Property as of record in Book 843, Page 56, Register's Office for said County, described as follows:

Beginning at a point in the southeasterly margin of 32nd Street at the northwesterly corner of the property conveyed to Ogle Jones, by deed from J. E. Clay and wife, as of record in Book 1031, Page 302, Register's Office for said County; said point being 130 feet from the intersection of 32nd Street and Pitts Avenue; thence along the margin of the Jones property in a southeasterly direction 100 feet; thence in a northeasterly direction 30 feet; thence in a southeasterly direction 79 feet to a point in the line between Lots 1 and 2, said point being 100 feet from the margin of Pitts Avenue; thence along the dividing line of Lots 1 and 2 in a southwesterly direction 319.6 feet to the southeasterly corner of a part of Lot 1 conveyed to Robert C. Nixon as of record in Book 2546, Page 215, thence with Nixon's line in a northwesterly direction 179 feet to a point in the southeasterly margin of 32nd Street; thence along the margin of said Street in a northeasterly direction 289.1 feet to the beginning.

Being the same property conveyed to Eugene E. Davis and wife, Lucille W. Davis, by deed from Hettie D. Smith and husband, Garfield Smith, of record in Book 3506, Page 103, Register's Office for Davidson County, Tennessee.

This instrument is made subject to all applicable local government planning and zoning regulations.

This is improved ( ) unimproved ( ) property, know as 210 (House Number) 32nd Street, (Street) Old Hickory, Tenessee (P. O. Address: City or Town) (Zip Code)

*Continued from page one.....

made on the first mortgage. Amounts paid will be credited first to interest due; balance to unpaid principal sum.

If any default shall occur in the above described first deed of trust herein mentioned, the holder of the debt herein secured may either declare said note due and payable or he may advance such payment as may be in default on the above mentioned mortgage, and charge and treat the amount so advanced as a part of the debt herein secured.

This conveyance and the lien herein secured is made subordinate to the liens of record in Book 3657, Page 171, Book 4618, Page 145, and Book 4815, Page 546, Register's OFfice for Davidson County, Tennessee.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Donald Stover and wife, Mary Stover 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 and our heirs and representatives, to warrant and forever defend the title to said real estate to said Donald Stover and wife, Mary Stover, 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 in hand paid, We, the said Donald Stover and wife, Mary Stover

do hereby transfer and convey unto Tom G. Coleman, Jr., 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 Donald Stover and wife, Mary Stover 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 $ insurable interest 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 interst 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 Donald STover and wife, Mary Stover 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 trust 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 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 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 borrowers 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 Tom G. Coleman, Jr., Trustee, shall be vested in said successor.

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 Eugene E. Davis and wife Lucille W. Davis and Donald Stover and wife, Mary Stover hereunto set our hands at Nashville, Tennessee, this the 30 day of December 1924.

Eugene E. Davis
Lucille W. Davis
Donald Stover
Mary Stover

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Eugene E. Davis and wife, Lucille W. Davis

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 30th day of Dec. 1924

Tom G. Coleman, Notary Public.

Commission Expires Aug. 2, 1926

STATE OF TENNESSEE
DAVIDSON County.

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Donald Stover and wife, Mary Stover

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 30th day of December, 1924

Elizabeth K[illegible], Notary Public.

Commission Expires 5-30-28

ELIZABETH KE[illegible] NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ....., a Notary Public of the State and County aforesaid, personally appeared ....., with whom I 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 .....

(over for additional acknowledgements)

JUL 17 75 CONV 250,000.00 ~~.00~~
JUL 17 75 MORT'G 215,102.55 ~~.00~~
JUL 17 75 S'TAX A* 650.00
JUL 17 75 S'TAX A* 213.10
JUL 17 75 PR'FEE A* .50
JUL 17 75 W'DEED A* 10.00 * 873.60

INSTALLMENT DEED

FROM
Eugene E. Davis, et ux

TO
Donald Stover, et ux

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

D07104

IDENTIF. REFERENCE

JUL 17 8 56 AM '75

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

TOLLEY CO. NASHVILLE

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Donald Stover, et ux (NAME) | Volunteer Federal (NAME) | Map 53-12 |
| P.O. 15744 (STREET ADDRESS OR ROUTE NUMBER) | 409 Union St (STREET ADDRESS) | Par 187 |
| Nashville Tenn 37215 (CITY) (STATE) (P. O. ZIP) | Nashville Tenn. (CITY) (STATE) (ZIP) | |

THIS INSTRUMENT WAS PREPARED BY

PREPARED BY:
Tom G. Coleman, Jr.
Attorney at Law
1623 Parkway Towers
Nashville, Tennessee 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 250,000.00 Tom G. Coleman
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30 DAY OF December 1974

Notary Public

MY COMMISSION EXPIRES: 4-3-76

(AFFIX SEAL)