Deed Prepared By:
Leon Ruben, Attorney
325 Plus Park Blvd.
Nashville, TN 37217

Installment Deed

BOOK 4952 PAGE 95

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Roger T. Barnes, Sr., et ux	SAME	
(NAME:)	(NAME:)	119-15
132 Tallwood Drive		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	126 pt
Nashville, TN		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ——$60,000.00——

——Sixty thousand and no/100—— *Dollars,*

of which ————$20,000.00——

——Twenty thousand and no/100—— *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ——$40,000.00——

——Forty thousand and no/100—— *Dollars,*

We, Roger T. Barnes, Sr. and wife Mary Ruth Barnes have *executed* our joint promissory note in the original amount of $40,000.00 payable to the order of Vivian M. Lovorn (now Malone). Said note is payable in monthly installments of $321.85 for a total of 360 months. Said monthly installments include principal and interest at the rate of 9% per annum. First payment to begin November 1, 1975 and each first of the month thereafter until said note both principal and interest is paid in full.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed,

I, Vivian M. Lovorn (now Malone)

have this day bargained and sold, and do hereby transfer and convey unto the said

Roger T. Barnes, Sr., and wife Mary Ruth Barnes

their ~~(successors)~~, *heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Land in the 6th Civil District of Davidson County, Tennessee, being the southerly part of lot no. 26 on the Plan of Thompson Heights, Section 2, as of record in Book 2331, page 49, Register's Office for said County, described as follows:

Beginning on the line between lots no. 24 and 26 at a point 133 feet south of the southerly margin of Tallwood Drive, being the southeast corner of the property conveyed to State of Tennessee by deed from McDowell-Young Realty Corporation, of record in Book 2882, page 345, said Register's Office thence with the southerly line of said State of Tennessee property north 83 deg. 43' west 250 feet, south 6 deg. 17' west 15 feet and north 83 deg. 43' west 85 feet to the westerly line of said lot no. 26 at a point 148 feet south of the southerly margin of Tallwood Drive, thence with the westerly line of said lot no. 26 south 1 deg. 40' west 196.9 feet to the northerly line of the Woodroof property thencw with said line south 88 deg. 04' east 309.6 feet to the corner of lots nos. 24 and 26 thence with said line, northwardly 185 feet to the beginning.

Being the same real property conveyed to Vivian M. Lovorn (now Malone) by deed from Buford B. Walker and wife Louise H. Walker of record in Book 3461, page 189, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $60,000.00

Subscribed and sworn to before me, this the 12th day of September, 19 75

My commission expires: 1-31-78 (Affix Seal)

Affiant

Notary Public

STATE OF TENNESSEE
RECEIPTS
$ 60.00

The conveyence is made subject to a provision of record in Book 2882, page 345, Register's Office for Davidson County, Tennessee, conveying the northerly part of lot no. 26, contains the following provision:

"It is to be used for the construction of a controlled access highway and all right of ingress and egress to and from and across the same to and from abutting lands is hereby conveyed, however, the Grantor will have access to a frontage road, only, which is to be constructed in the southern portion of the above described tract as shown on the plans."

This is improved ( ) unimproved (X) property, known as 132 Tallwood Drive, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Roger T. Barnes, Sr., and wife Mary Ruth Barnes *(successors)*, their *heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered,* except as may appear of record.

I *further covenant and bind* myself my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Roger T. Barnes, Sr., and wife Mary Ruth Barnes 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 Roger T. Barnes, Sr., and wife Mary Ruth Barnes *hereinafter referred to as trustors, hereby transfer and convey unto* William N. Dearborn, *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 sum of $ insurable Value *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 6 percent 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 Register's 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 15th *day of* September, *19*75

Vivian B. Lovorn

Malone

Roger T. Barnes

Mary Ruth Barnes

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Elizabeth R. Hoeffler, *a Notary Public in and for said County and State,* Vivian M.Lovorn (now Malone), Roger T. Barnes, Sr., and wife Mary Ruth Barnes, *the within named 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 15th Nashville, *this* 15th *day of* September, *19*75.

Commission expires 1-31-78

ELIZABETH R. HOFFLER NOTARY PUBLIC DAVIDSON COUNTY

Elizabeth R. Hoeffler
Notary Public

STATE OF.....
COUNTY OF.....

Personally appeared before me, ...a Notary Public in and for said County and State, ...

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that..... executed the within instrument for the purposes therein contained.

Witness my hand and official seal at.....
this.....day of....., 19.....

.....Notary Public

Commission expires.....

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.....

INSTALLMENT DEED

FROM
Susan M. Lowe (Mrs. Malcom)

TO
Roger J. Barnes, Jr.
Stux

D 1 6 1 0 9

IDENTIF. REFERENCE

SEP 18 1 21 PM '75

FELIX E. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

SEP 18 75	CONV	60,000.00			
SEP 18 75	MORT'G	40,000.00			
SEP 18 75	S'TAX		A*	156.00	
SEP 18 75	S'TAX		A*	38.00	
SEP 18 75	PR'FEE		A*	.50	
SEP 18 75	W'DEED		A*	8.00	* 202.50

Compliments of

GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE