Installment Deed

ATTORNEY, 21st FLOOR - FIRST AMERICAN CENTER, NASHVILLE, TENNESSEE 37238"

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
EUGENE CARTER, ET UX. (NAME:)	SAME (NAME:)	Map 71-12
1505 LISCHEY AVENUE (STREET ADDRESS OR ROUTE NUMBER)	BOOK 5280 PAGE 330 (STREET ADDRESS)	Parcels 19 & 20
NASHVILLE, TN 37207 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	12DA-43310 12DA-43325

FOR AND IN CONSIDERATION of the sum of Forty Thousand and No/100 ($40,000.00) *Dollars,* *of which* Six Thousand and No/100 ($6,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Thirty-four Thousand and No/100 ($34,000.00) *Dollars,* Eugene Carter and wife, Marcelle Carter, *have executed* their promissory note of even date herewith in the principal amount of Thirty-four Thousand and No/100 ($34,000.00) Dollars, payable to the order of Joy Floral Company in sixty (60) consecutive equal monthly installments as stated therein, with interest on the unpaid principal balance at the rate of seven (7%) per cent per annum, the first such installment being due on June __, 1978,

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, Joy Floral Company, a Tennessee Corporation (the "Grantor"), has ~~have~~ does *this day bargained and sold, and do hereby transfer and convey unto the said* Eugene Carter and wife, Marcelle Carter (the "Grantees"), their ~~successors~~ *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Two (2) tracts or parcels of land in Davidson County, Tennessee, more particularly described in Schedule A, which is attached hereto and incorporated herein by reference.

MAY-3[illegible]	CONV	40,000.00			
MAY-3[illegible]	MORT'G	34,000.00			
MAY-3[illegible]	S'TAX		B*	104.00	
MAY-3[illegible]	S'TAX		B*	32.00	
MAY-3[illegible]	PR'FEE		B*	.50	
MAY-3[illegible]	W'DEED		B*	10.00	* 146.50

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 40,000.00

Affiant

Subscribed and sworn to before me, this the [illegible] day of May, 1978

Notary Public

My commission expires: 12/18/81 (Affix Seal)

Said property is sold and conveyed subject to the following:

1. 1978 real property taxes, which have been prorated and assumed by the Grantees;

2. All rights with reference to a graveyard possibly lying within the property, with right of ingress thereto and egress therefrom; and

3. Rights of tenants or parties in possession.

E 6 3 0 3 9

IDENTIF. REFERENCE

MAY 3 11 01 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

unimproved ( )
This is improved (XX) property, known as 1505, 1601 and 1603 Lischey Avenue, Nashville, TN 37207
(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 Grantees, their ~~XXXXXXXXX~~ *heirs and assigns forever.* Grantor *covenant*s *that* it is *lawfully seized and possessed of said real estate in fee simple,* ~~XXX~~ has *a good right to convey it, and that the same is unencumbered,* except as stated herein.

Grantor *further covenant*s *and bind*s itself, its successors ~~XXXXX~~ *and representatives, to warrant and forever defend the title to said real estate to said* Grantees, their ~~XXXXXXXXX~~ *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 Eugene Carter and wife, Marcelle Carter, *hereinafter referred to as trustors, hereby transfer and convey unto* J. Greer Cummings, 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 ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ *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 ~~X~~ percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby. ten (10%)

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 7 day of May, 19 78

JOY FLORAL COMPANY

By: Russell B. Vaccaro
President

Eugene Carter
EUGENE CARTER

Marcelle Carter
MARCELLE CARTER

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, [signature] a Notary Public in and for said County and State, Eugene Carter and wife, Marcelle Carter,

the within named 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 Nashville, Tennessee this 2 day of May, 1978

[signature] Notary Public

Commission expires 2/23/80

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF.....

COUNTY OF.....

BOOK 5280 PAGE 333

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, G. Allen Cummings, Jr. *, a Notary Public of the State and County aforesaid, personally appeared* Russell B. Davis *, with whom I am personally acquainted, and who, upon oath, acknowledged* himself *to be* President *of the* Joy Floral Company *, the within named bargainor, a corporation, and that* he *as such* President *, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him self *as* President

Witness my hand and seal, at office in Nashville, Tennessee
this 2 *day of* May *, 19* 78.

G. Allen Cummings, Jr.
.....*Notary Public*

Commission expires 2/25/80

G. ALLEN CUMMINGS, JR. NOTARY PUBLIC TENNESSEE

INSTALLMENT DEED

FROM

JOY FLORAL COMPANY

TO

EUGENE CARTER, ET UX.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

SCHEDULE A

Two tracts of land in Davidson County, Tennessee, as follows:

TRACT NO. 1: Being part of Lot No. 5 on the Plan of the William White Lands, as of record in Plan Book 1, page 115, Chancery Court at Nashville, described as follows:
Beginning on the easterly margin of Lischey Avenue at the northwest corner of property conveyed to A. B. Carey and wife by deed from Ellen C. Harrison and husband, of record in Book 658, page 513, Register's Office for said County; thence with said Avenue, northwardly 83 feet to a stake; thence eastwardly 154 feet, more or less, to the westerly margin of a private alley; thence with said alley, southwardly 83 feet to the northeast corner of said Carey property; thence with the northerly line of same, westwardly 154 feet, more or less, to the beginning.
The above described property was conveyed to Joy Floral Company by deed from Ethel M. Joy, of record in Book 1290, page 292, Register's Office for said County.

TRACT NO. 2: Being part of Lot No. 4 on the Plan of the William White Lands, as of record in Plan Book 1, page 115, Chancery Court at Nashville, described as follows:
Beginning on the easterly margin of Lischey Avenue at the northwest corner of the property conveyed to Joy Floral Company by deed from Ethel M. Joy, of record in Book 1290, page 292, Register's Office for said County; thence with said Avenue, northwardly 280 feet, more or less, to the southwest corner of Lot No. 2 shown on plan of record in Book 4060, page 26, said Register's Office; thence with the southerly line of said lot, south 80 degrees 29 minutes east 154 feet to the westerly margin of a private alley; thence with said alley, southwardly 280 feet, more or less, to the northeast corner of the property described in above deed of record in Book 1290, page 292, said Register's Office; thence with the northerly line of said property, westwardly 154 feet to the beginning.
The above described property is part of the property conveyed to Joy Floral Company by deed from T. S. Joy and wife, of record in Book 626, page 618, said Register's Office.