INSTALLMENT DEED

6-26-79

For and in Consideration of the sum of ---ONE-HUNDRED FIVE THOUSAND AND 00/100 ($105,000.00)---------- Dollars, of which ----------None---------- Dollars, has been paid in cash by DONALD J. STOVER the receipt of which is hereby acknowledged, and for the remainder --ONE-HUNDRED FIVE THOUSAND AND 00/100 ($105,000.00)---------- Dollars, the said DONALD J. STOVER has this day executed two promissory notes of even date herewith, payable as follows:

1. One note in the principal sum of $52,500.00 payable to the order of Roger Smith and executed by Grantee, and given as part of the purchase money on the herein described property. Said note is payable in 179 consecutive monthly installments of $532.49 each, including both principal and interest, interest being at the rate of 9% per annum on the unpaid principal sum, and a 180th and final consecutive monthly installment payment being in the amount of the then unpaid balance of both principal and interest, interest being at the rate of 9% per annum on the unpaid principal sum. The first payment falling due on the 4th day of August, 1979, and continuing in consecutive monthly installments as aforesaid until both principal and interest are fully paid.

2. One note in the principal sum of $52,500.00 payable to the order of Dessa Ainley Smith, and executed by Grantee, and given as part of *

(Continued, see page 3)...

all of said notes bearing six 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, ROGER SMITH AND DESSA AINLEY SMITH

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have this day bargained and sold, and do hereby transfer and convey unto the said DONALD J. STOVER, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being a tract of land in the Second Civil District of Davidson County, Tennessee, described according to a survey by Southern Consultants, Inc., June 20, 1979, and described as follows:

Beginning at a point in the southerly margin of Thompson Place, said point being the northeast corner of the Terrace Hills Apartments, lying in the West margin of a 25' x 240' easement for a private road lying on the property described herein as of record in Book 3035, Page 55, and being the northwest corner of the property herein described; thence with said Thompson Place, North 82 degrees 24 minutes 53 seconds East through an iron pin in the East margin of the aforementioned easement at 25 feet a total distance of 194.63 feet to a point in the northwest corner of the Crestview Apartments; thence leaving Thompson Place, with Crestview Apartments' West line South 8 degrees 45 minutes 37 seconds East 174.79 feet to a point in a corner with Terrace Hills Apartments; thence leaving said Crestview Apartments with the line of Terrace Hills Apartments, South 81 degrees 31 minutes 03 seconds West passing through an iron pin in the East margin of the aforementioned private road easement at 170.00 feet a total distance of 195.00 feet to a point in the West margin of the said easement; thence with the West margin of said easement and the East line of Terrace Hills Apartments, North 8 degrees 38 minutes 37 seconds West 177.87 feet to the point of beginning, containing (34,341 sq. ft.) 0.79 acres, more or less.

Being the same property conveyed to Roger Smith and wife, Dessa Ainley Smith, by deed from H. B. Eubank and wife, Florence Eubank, of record in Book 1309, Page 646, said Register's Office; the parties having since divorced and by Divorce Decree of **(Continued, see page 3)...

This is unimproved ( ) improved ( ) property, know as (House Number) (Street) P. O. Address (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said DONALD J. 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 J. STOVER his 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, I, the said DONALD J. 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.

I, the said DONALD J. 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.

I 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 I 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 I, the said DONALD J. 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 I 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; I 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. I 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. I 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.

*Continued from page one.....

the purchase money on the herein described property. Said note is payable in 179 consecutive monthly installments of $532.49 each, including both principal and interest, interest being at the rate of 9% per annum on the unpaid principal sum, and a 180th and final consecutive monthly installment payment being in the amount of the then unpaid balance of both principal and interest , interest being at the rate of 9% per annum on the unpaid principal sum. The first payment falling due on the 4th day of August, 1979, and continuing in consecutive monthly installments as aforesaid until both principal and interest are fully paid.

Payments when made on the above notes, will be credited first to interest due; balance to unpaid principal sum.

**Continued from page one....

record in Minute Book 4, Page 364, County Court Clerk's Office for Davidson County, Tennessee.

The wife of Donald J. Stover joins in this conveyance for the purpose of conveying any marital rights or interest she may have in said property.

This instrument is made subject to the following:

1. Twenty-five foot easement on the westerly side of the property, all as shown in Book 3035, Page 55, Register's Office for Davidson County, Tennessee.

2. Possible encroachment on the South 2 ft. of the property as a result of a deed of record in Book 4151, Page 171.

3. The property lying West of subject property has been filed as a recorded plan in Plat Book 4060, Page 29, showing a line length of 176.03 feet and which was later corrected by James Murphy, Surveyor and signer of the plat to show 177.87 feet, and said 177.87 feet is the distance shown in the description of subject property.

4. The present Grantors have allowed adjacent property owners to black top some of subject property and to use same, and therefore, in the absence of any written document, it is assumed that those persons are licensee; however, grantors do not guarantee the unrestricted use of this area to the Grantee.

Roger Kinley Smith } is one + the same person
Roger Kinley Smith }

That Roger C. Smith and Roger Smith are one and the same person.

F 36466

IDENTIF. REFERENCE

JUN 26 8 37 AM '79

FELIX ... SON II REGISTER
DAVIDSON COUNTY, TENN.

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 ROGER SMITH AND DESSA AINLEY SMITH and DONALD J. STOVER hereunto set our hands at Nashville, Tennessee, this the 20th day of June 1979

Mary Stover
Donald J. Stover
Roger E. Smith
Dessa Ainley Smith

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Roger Smith and Dessa Ainley Smith

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, Tennessee, this 20th day of June, 1979

Sandra Smith, Notary Public

Commission Expires 8-3-80

SANDRA SMITH NOTARY PUBLIC

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 J. 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 20th day of June, 1979

Patsy E. Tubb, Notary Public.

Commission Expires August 8, 1979

PATSY E. TUBB NOTARY PUBLIC

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5455 PAGE 327

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)

INSTALLMENT DEED

FROM
ROGER SMITH, ET AL

TO
DONALD J. STOVER

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

TOOLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Donald J. Stover (NAME)	New Owner (NAME)	Map 107-13
4631 Stay's Mill Rd (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 134
Nashville Tenn 37215 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	2DA-55960

THIS INSTRUMENT WAS PREPARED BY

Tom G. Coleman, Jr.
Attorney at Law
1702 Parkway Towers
Nashville, Tenn. 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 105,000.00 Tom G. Coleman, Jr.
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20th DAY OF June, 1979.

Notary Public

MY COMMISSION EXPIRES: 8-3-80

(AFFIX SEAL)

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5455 PAGE 328

RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MS - MISCELLANEOUS
MO - MORTGAGE	MR - RELEASE	ST - STATE TAX CONVEY.
WD - WARRANTY DEED	UC - UNIFORM COMMERCIAL CODE	ST - STATE TAX MORT.
TD - TRUST & DEED		PF - PROBATE FEES

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

105000.00- CO
105000.00- MO
273.00 CO TX
103.00 MO TX
.50 PRFE
10.00 WDEED
CHECK 386.50-
1924A06/26/79 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 36466

IDENTIF. REFERENCE

JUN 26 8 37 AM '79

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

No. 692779