"THIS INSTRUMENT PREPARED BY CHARLES B. REASOR, JR.
ATTORNEY, 21st FLOOR - FIRST AMERICAN CENTER,
NASHVILLE, TENNESSEE 37238"

BOOK 5459 PAGE 588

# INSTALLMENT DEED

| ADDRESS NEW OWNER(S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Robert H. F. Armistead | Third National Mortgage Co. | Map142-10 |
| (NAME) ONE PARK PLAZA SUITE | (NAME) 5th Floor, Third Nat. Bank Bldg. | |
| (STREET ADDRESS OR ROUTE NUMBER) NASHVILLE, TN 37203 | (STREET ADDRESS) Nashville, TN 37219 | Parcels 51,52, 53 & 54 |
| (CITY) (STATE) (P.O. ZIP) | (CITY) (STATE) (ZIP) | |

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED TWENTY-FIVE THOUSAND AND NO/100 ($225,000.00) DOLLARS, of which SIXTY THOUSAND AND NO/100 ($60,000.00) DOLLARS has been paid in cash, the receipt of which is hereby acknowledged, and the assumption of Deeds of Trust of record in Book 4726, Pages 974, 980, 986, and 992, all in the Register's Office for Davidson County, Tennessee, as the same have been modified from time to time, and for the remainder of Seventy-seven Thousand Three Hundred Eighty-six & 22/100 ($77,386.22 ) DOLLARS, ROBERT H. F. ARMISTEAD, has executed an Installment Deed Note payable to the order of MARSHALL I. KARR, TRUSTEE, of even date herewith in the original principal sum of Seventy-seven Thousand Three Hundred Eighty-six and 22/100------- ($77,386.22 ) DOLLARS, payable upon the terms and conditions therein contained and providing for the payment of attorney's fees and other costs in the event that collection is necessary, and to secure the payment of said indebtedness, principal, interest, attorney's fees, and other costs, a lien is expressly retained on the land herein conveyed, Marshall I. Karr, Trustee, with full power to mortgage, sell, lease, encumber, transfer and convey without the joinder of any beneficiary, has this day bargained and sold, and does hereby transfer and convey unto the said Robert H. F. Armistead, his heirs and assigns, certain real estate in Davidson, County, Tennessee, more particularly described in Exhibit "A," which is attached hereto and incorporated herein by reference.

This is improved property known as 104-111 James Milton Court, Nashville, Tennessee 37221.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Robert H. F. Armistead, his heirs and assigns forever. Grantor covenants that he is lawfully seized and possessed of said real estate in fee simple, and has a right to convey it, and that the same is unencumbered, except for real property taxes for the year 1979, a lien, but not yet due and payable, but which have been prorated at the closing; Deeds of Trust of record in Book 4726, Pages 974, 980, 986, and 992, Register's Office for Davidson County, Tennessee; and restrictions, setback lines, and easements of record in the Register's Office for said County. Grantor further covenants and binds his successors and assigns to warrant and forever defend the title of said real estate to the said Grantee, his heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectively securing the payment of said indebtedness secured hereby, rendering unnecessary court proceedings for the enforcement of the lien herein contained in the event of nonpayment of said indebtedness and the installments thereof, as they mature, as hereinafter provided, and for the consideration of ONE DOLLAR ($1.00) paid in cash, the receipt of which is hereby acknowledged by Grantor, the said Robert H. F. Armistead, hereinafter referred to as "Trustor," hereby transfers and conveys unto E. Berry Holt, III, Trustee, his successors and assigns, the real estate hereinbefore described by reference, with the appurtenances, estate, title and interest thereunto belonging upon the following uses and trusts:

Trustor agrees to keep all buildings now, or to be hereafter erected on said property, insured in some reliable hazard insurance company, or companies, in an amount equal to the sum of all indebtedness of Trustor secured by or pertaining to said property, or at 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 interests may appear.

Trustor further agrees to pay all taxes and assessments thereon, general or specific, 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 indebtedness, all the costs and expenses of such appearance or proceeding, together with a reasonable attorney's fee shall be allowed and shall be payable by Trustor upon demand of the Trustee, or a 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 amount so paid shall bear interest at the highest rate permitted by contract under the laws of the State of Tennessee, from the date of payment and shall be and become part of the indebtedness secured hereby.

Now, if Trustor 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, and perform all covenants required under the Note evidencing said indebtedness and this instrument, 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, or perform as otherwise required by said Note evidencing said indebtedness or by this instrument, as herein provided, Trustor fails to reimburse the Trustee, or lawful owner and holder of said indebtedness, for all sums, with interest, so expended by said Trustee, or the lawful owner and holder of said indebtedness, within thirty (30) days from the 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 the said indebtedness, then past due and unpaid, all remaining unpaid indebtedness, and the installments thereof, shall become due and payable at once, without notice, and the said Trustee, or his successors in trust, is hereby authorized and empowered, upon giving twenty-one (21) days' notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the courthouse 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 successors in trust, is authorized and empowered to execute and deliver a Deed to the purchaser. The lawful owner and holder of the said indebtedness 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 into 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:

1. 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 concerning 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 of such litigation.

2. To the payment of all taxes, which may be unpaid on said premises.

3. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4. The residue, if any, will be paid to Trustor, or his order.

The lawful holder and owner of said indebtedness is hereby authorized and empowered, with or without cause, and for any reason, to name and appoint a successor Trustee 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 herein-named Trustee or his successor may appoint an agent or agents to carry out any function which he is empowered or required to carry out under this instrument.

The wife of Robert H. F. Armistead has joined into the execution of this instrument for the sole purpose of conveying the marital rights, if any, which she may have in the property herein described.

IN WITNESS WHEREOF, the parties to this instrument have signed their names on this the 3rd day of July, 1979.

Marshall I. Karr Trustee

MARSHALL I. KARR, TRUSTEE,
With Full Powers

Robert H F Armistead

ROBERT H. F. ARMISTEAD

Mary Beasley Armistead

MARY BEASLEY ARMISTEAD

STATE OF TENNESSEE )
) ss:
COUNTY OF DAVIDSON )

Personally appeared before me, Sharyn L. Gonzalez, a Notary Public in and for said County and State, the within named MARSHALL I. KARR, TRUSTEE, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 3rd day of July, 1979.

Sharyn L. Gonzalez

NOTARY PUBLIC

My Commission Expires: 7-25-81

SHARYN L. GONZALEZ NOTARY PUBLIC DAVIDSON COUNTY

3079 07/03 675.00- CHECK

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STATE OF TENNESSEE )
) ss:
COUNTY OF DAVIDSON )

Personally appeared before me, Sharyn L. Gonzalez a Notary Public in and for said County and State, the within named ROBERT H. F. ARMISTEAD & wife, MARY BEASLEY ARMISTEAD, the 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 3rd day of July, 1979.

Sharyn L. Gonzalez
NOTARY PUBLIC

My Commission Expires: 7-25-81

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 225,000.00

Subscribed and sworn to before me, this the 3rd day of July, 1979

Affiant

My commission expires: 7-25-81

(Affix Seal)

Notary Public

F.38050

IDENTIF. REFERENCE

JUL 3 12 31 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

EXHIBIT "A"

LEGAL DESCRIPTION

Four (4) certain tracts or parcels of land in Davidson County, Tennessee, described as follows, to-wit:

TRACT I. Being Lot No. 6 on the Plan of Harpeth Estates, Section II, of record in Book 4175, Page 23, Register's Office for said County.

Said Lot No. 6 fronts 50 feet on the easterly side of James Milton Court and extends back 103.9 feet on the northerly line and 175.5 feet on the southwesterly line to a dead line, which is a broken line measuring 198.41 feet thereon.

Being part of the same property conveyed to Marshall I. Karr, Trustee, by deed from Charles B. Reasor, Jr. and wife, Wilma Lee Reasor, of record in Book 5159, Page 862, Register's Office for said County.

TRACT II. Being Lot No. 7 on the Plan of Harpeth Estates, Section II, of record in Book 4175, Page 23, Register's Office for said County.

Said Lot No. 7 fronts 45 feet on the southerly side of James Milton Court and extends back 175.5 feet on the easterly line and 124.2 feet on the westerly line to a dead line, which is a broken line measuring 241.15 feet thereon.

Being part of the same property conveyed to Marshall I. Karr, Trustee, by deed from Charles B. Reasor, Jr. and wife, Wilma Lee Reasor, of record in Book 5159, Page 862, Register's Office for said County.

TRACT III. Being Lot No. 8 on the Plan of Harpeth Estates, Section II, as of record in Book 4175, Page 23, Register's Office for said County.

Said Lot No. 8 fronts 45 feet on the southerly side of James Milton Court and extends back 124.2 feet on the easterly line and 159.7 feet on the westerly line to a dead line measuring 170.10 feet thereon.

Being part of the same property conveyed to Marshall I. Karr, Trustee, by deed from Charles B. Reasor, Jr. and wife, Wilma Lee Reasor, of record in Book 5159, Page 862, Register's Office for said County.

TRACT IV. Being Lot No. 9 on the Plan of Harpeth Estates, Section II, as of record in Book 4175, Page 23, Register's Office for said County.

Beginning at the westerly margin of James Milton Court at the corner of Lots Nos. 9 and 10; thence with the line between said two Lots westerly 87.3 feet to the corner of Lots Nos. 9 and 11; thence with the line between said two Lots southwesterly 111.4 feet to the corner of Lot Nos. 9 and 12; thence with the line between said two Lots southerly 59.45 feet; thence southeasterly 73.25 feet to the corner of Lots Nos. 8 and 9; thence with the line between said two Lots northeasterly 159.7 feet to the westerly margin of James Milton Court; thence with the same northerly 40 feet to the beginning.

Being part of the same property conveyed to Marshall I. Karr, Trustee, by deed from Charles B. Reasor, Jr. and wife, Wilma Lee Reasor, of record in Book 5159, Page 862, Register's Office for said County.

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

RECEIVED OF _____

FOR _____

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| | | |
|---|---|---|
| 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. |
| TO - TRUST & DEED | | PF - PROBATE FEES |

| DATE | SYMBOL | VALUATION | TAX AND FEES | TOTAL PAID |
|---|---|---|---|---|
| | | | 225000.00- | CO |
| | | | 77386.22- | MO |
| | | | 585.00 | CO TX |
| | | | 75.40 | MO TX |
| | | | .50 | PRFEE |
| | | | 15.00 | WDEED |
| | | | CHECK | 675.90- |
| 3879A | 07/03/79 | | BAL | .00 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 38050

IDENTIF. REFERENCE

JUL 3 12 31 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

**No.** 694680