[redacted]

...s, Jr., Atty.
...erican Center
...ville, Tennessee 37238

Installment Deed

BK 5549 PAGE 947

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO	MAP PARCEL NUMBERS
Horton W. Horton	Collateral Investment Co.	Map No. 85-11
(NAME)	(NAME)	
3015 Stafford Drive	2100 First Ave North	Parcel 35
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN	Birmingham, Alabama	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Forty One Thousand Five Hundred and no/100---------- ----------($41,500.00)---------- Dollars, of which Three Thousand and no/100---------- ----------($3,000.00)---------- Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder a part of Horton W. Horton has assumed and agrees to pay the unpaid balance of $26,431.12, of an indebtedness in the original amount of $27,500.00, secured by Deed of Trust of record in Book 4931, page 310, ... Register's Office for Davidson County, Tennessee, and for the balance the said Horton W. Horton has executed one note of even date herewith in the principal sum of $12,068.88, payable to the order of Hermis L. Poston and wife, Patricia D. Poston in three installments as follows: first installment in the amount of $2,500.00 plus interest, at the rate of 10% per annum, to date, due February 1, 1980; second installment in the amount of $1,000.00 plus interest, at the rate of 10% per annum, to date, due March 1, 1980; the third and final installment in the amount of $8,568.88 plus interest, at the rate of 10% per annum, to date, due on or beofre May 1, 1980,

and providing for payment of attorney's fee ... and to secure the payment of said indebtedness, principal, interest and attorney's fee, a lien is expressly retained on the land herein conveyed, We, Hermis L. Poston and wife, Patricia D. Poston,

have this day bargained and sold, and do hereby transfer and convey unto the said Horton W. Horton, his

(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 108 on the Plan of Stanford Country Club Estates, Section III, as of record in Book 2900, page 67, Register's Office for said County.

Said Lot No. 108 fronts 67.77 feet on the easterly side of Stafford Drive, and runs back 150.40 feet on the southerly line and 161.58 feet on the northerly line, to a dead line in the rear on which it measures 103.92 feet.

The above described property was conveyed to Hermis L. Poston and wife, Patricia D. Poston, by deed from Sherry Lyn Seacat Witsell of record in Book 4931, page 317, said Register's Office.

This conveyance is subject to a 75-foot minimum building setback line from Stafford Drive, a 10-foot easement for public utility purposes along the rear and a portion of the northeasterly line of said lot, and a 2.5 X 20-foot utility anchor easement located at the northeasterly corner of said lot, and conditions of owner's certificate, shown in Book 2900, page 67, said Register's Office; and easement for sanitary and/or storm drainage, of record in Book 5185, page 675, said Register's Office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 41,500.00

Subscribed and sworn to before me, this the 26 day of Dec 19 77

Affiant

My commission expires 4-18-81

(Affix Seal)

Notary Public

This is unimproved ( ) improved (XX) property, known as 3015 Stafford 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 Horton W. Horton, his

(successors), 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 unincumbered. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Horton W. Horton, his

(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 ... 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 Horton W. Horton

hereinafter referred to as trustors, hereby transfer and convey unto Thomas J. Stack, 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 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 attorne.'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 u 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 Registers 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.

Witness our hand s this 22 day of Dec *, 19 79, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

X Hermis L Poston
Hermis L. Poston

Horton W. Horton
Horton W. Horton

Patricia D. Poston
Patricia D. Poston

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, , *a Notary Public in and for said County and State,* Patricia D. Poston and Horton W. Horton

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 Nashville, Tennessee *this* 22nd *day of* December, 19 79

Commission expires 7-22-81 Mary P. Whitworth *Notary Public*

STATE OF Florida }
COUNTY OF Dade }

Personally appeared before me, Alfonso J. Dalbern, *a Notary Public in and for said County and State,* Hermis L. Poston

the within named 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 seal, at office in 11323 S.W. 88 St Miami, Fla *this* 22nd *day of* December, 19 79

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 21 1983
BONDED THRU GENERAL INS. UNDERWRITERS

Commission expires Alfonso J. Dalbern *Notary Public*

PLEASE RETURN TO
CHICAGO TITLE INS. CO.
AMERICAN TRUST BLDG.
NASHVILLE, TENN. 37201

237636

INSTALLMENT DEED

FROM
Hermis L. Poston and
Patricia D. Poston

TO
Horton W. Horton

F 70337

IDENTIF. REFERENCE

JAN 2 11 48 AM '80
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-1631
NASHVILLE, TENNESSEE 37208

4910 20/10 124.50- CHECK

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

5685549 PAGE 949

RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			41500.00- CO	
			12060.00- MO	
			107.90 CO TX	
			10.10 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	124.50-
			491DAD1/02/80 REL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 70337

IDENTIF. REFERENCE

JAN 2 11 48 AM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 734513