File 41

| ADDRESS NEW OWNER(S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS: |
|---|---|---|
| Jim P. Lepley et ux (NAME) | Home Federal Savings & Loan (NAME) | 107-9A-27 |
| 1042 Harold Drive (STREET ADDRESS OR ROUTE NUMBER) | 230 Fourth Avenue North (STREET ADDRESS) | |
| Nashville, Tennessee (CITY) (P. O. ZONE) (STATE) | Nashville, Tennessee 37219 (CITY) (ZONE) (STATE) | |

INSTALLMENT DEED

BOOK 5550 PAGE 163

FOR AND IN CONSIDERATION OF the sum of Thirty-Eight Thousand Five Hundred & 00/100 ----------($38,500.00) DOLLARS

of which $ 3,850.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed a promissory note of even date herewith, for the principal sum of $34,650.00 and interest thereon, payable to the order of Robert D. Oldham et ux, Elizabeth G. Oldham in consecutive monthly installments of $339.61 each, the first installment being due the 1st day of January, 1980, and the last installment, if not sooner paid, being due the same day of December, 2004; the said grantees and the grantors hereinafter named having further agreed and bound themselves as set forth in the addendum attached hereto;

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

ROBERT D. OLDHAM et ux, ELIZABETH G. OLDHAM

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

JIM P. LEPLEY and wife, JANET L. LEPLEY

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A certain condominium apartment in Davidson County, Tennessee described as follows, to-wit:

UNIT No. 1042, Building "A" in a Horizontal Property Regime, as shown on the Plan of Castlewood Condominiums, as of record in Plat Book 4660, page 62, Register's Office for said County, to which reference is here made.

BEING the same property conveyed to Robert D. Oldham et ux, Elizabeth G. Oldham by deed from T. Patrick Davis et ux, of record in Book 5154, page 19, Register's Office for Davidson County, Tennessee.

Subject to Restrictive Covenants and Master Deed of record in Book 4750, page 426 and By-Laws of record in Book 4750, page 434 and easement in Book 4749, page 151, Register's Office for said County.

This is improved XX unimproved ( ) property known as 1042 Harold Drive, Nashville, TN.
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We convenant 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, except as stated herein.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their 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 us in hand paid, we, the said grantees herein do hereby transfer and convey unto John J. Archer, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees 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 $ 34,650.00 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 interest may appear. We 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 we 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 thereon, the same to bear interest from the date of such payment. Now, if we, the said grantees, 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 we 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, we 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 conveyance. We 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. We 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 the grantors herein, their heirs, 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 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 2nd day of January 19 80.

Robert D. Oldham by Leroy Cargile X Jim P Lepley
ROBERT D. OLDHAM by Leroy Cargile, Attorney-In-Fact — JIM P. LEPLEY

Elizabeth G. Oldham by Leroy Cargile Janet L Lepley
ELIZABETH G. OLDHAM by Leroy Cargile, Attorney-In-Fact — JANET L. LEPLEY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 38,500.00

X Jim P Lepley
Affiant

Subscribed and sworn to before me, this the 2nd day of January 1980

My commission expires 8-13-80 (Affix Seal)

Dorothy A Wilson
Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned a Notary Public in and for said County and State, the within named Jim P. Lepley and wife, Janet L. Lepley 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 2nd day of January 1980

Commission Expires 8-13-80

Dorothy A Wilson
Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named LEROY CARGILE, to me known to be the person who executed the foregoing instrument in behalf of WILLIAM D. OLDHAM et ux, ELIZABETH G. OLDHAM and acknowledge that he executed the same as the free act and deed of said WILLIAM D. OLDHAM et ux, ELIZABETH G. OLDHAM.

Witness my hand and official seal at Nashville, Tennessee, this the 2nd day of January, 1980.

Dorothy A. Wilson
NOTARY PUBLIC

My Commission Expires: 8-13-80

Guaranty Escrow Services, 705 American Trust Building, Nashville, TN.
Name — Address

THIS INSTRUMENT PREPARED BY
HOWSER, THOMAS, SUMMERS,
BINKLEY & ARCHER ATTORNEYS
300 COURT SQUARE BUILDING
NASHVILLE, TENN. 37201

INSTALLMENT DEED

From
ROBERT D. OLDHAM et ux

To
JIM P. LEPLEY et ux

Published by
Pioneer National Title Insurance Company
A Ticor Corporation
314 4th Avenue North
NASHVILLE, TENNESSEE 37219
Phone (615) 259-2200

FORM NO 1003-TENNESSEE 8-1-75

ADDENDUM TO INSTALLMENT DEED

The grantors, Robert D. Oldham and wife, Elizabeth G. Oldham, have agreed and do hereby agree with the grantees, Jim P. Lepley and wife, Janet Lepley, as follows:

1. The lien of this instrument is subject and subordinate to the lien of the Deed of Trust dated January 7, 1975, executed by David F. Hardegree to Attorneys Title Company, Inc., Trustee, recorded in Book 4880, page 483, Register's Office for Davidson County, Tennessee. Said Deed of Trust constitutes a first mortgage lien on the premises herein conveyed to secure payment of the indebtedness therein described, and same is hereinafter referred to as the "First Mortgage". The First Mortgage is now in the reduced principal amount of $25,096.95, with interest from the 1st day of December, 1979; and by its terms, the final installment on the First Mortgage is due the 1st day of January, 2005.

2. As to the principal indebtedness of the grantees to the grantors in the sum of $34,650.00, evidenced by the note of even date herewith made by the grantees to the grantors and secured by this instrument, the sum of $9,553.05 has been credited against the purchase price of the premises purchased by the grantees from the grantors, and the remaining principal indebtedness in amount of $25,096.95 has been validly incurred by virtue of the agreement of the grantors to pay to the holder of the First Mortgage, as set forth in paragraph 4 below, the sum of $25,096.95, being the principal balance remaining unpaid under the First Mortgage.

3. The grantees agree to comply with all of the terms, provisions and conditions of the First Mortgage other than those applicable to the payment of principal, interest and escrow deposits for taxes and insurance due under the First Mortgage. In case the grantees fail to comply with each and every one of the terms, provisions and conditions of the First Mortgage or is in default under the First Mortgage (other than in respect of payments of principal, interest and escrow deposits), said failure to comply or default on the grantees' part shall constitute a default under this instrument and shall entitle the grantors, at grantors' option, to exercise any and all of their rights and remedies in case of a default under this instrument.

4. The grantors shall pay to the holder of the First Mortgage the sum of $25,096.95, being the unpaid principal balance of said mortgage, together with all interest thereon accruing from the 1st day of December, 1979, and all escrow deposits, when and as required by the terms and provisions of the First Mortgage. The grantors shall make all such payments as aforesaid before the expiration of the applicable grace periods provided in the First Mortgage for such payments. Notwithstanding the foregoing, the grantors' duty and responsibility to make such payments, when and as due under the First Mortgage, is subject to the following conditions: (1) the grantees shall not be in default under the terms and provisions of this instrument or the note secured hereby, and (2) the grantees shall comply in all respects with each and every one of the terms, provisions and conditions of the First Mortgage (other than those which apply to the payments of principal, interest and escrow deposits).

5. The grantees shall pay to the grantors all escrow deposits and other amounts required to be paid to the holder of the First Mortgage (other than payments of principal and interest under the First Mortgage) at least thirty (30) days before the last day under the First Mortgage that such payments may be made without constituting a default thereunder, and the grantors shall promptly remit to the holder of the First Mortgage all such sums received from the grantees and due

under the First Mortgage. Interest shall not be payable by the grantors on any sums deposited with and/or held in escrow by the grantors pursuant to any provision of this instrument.

6. The grantors shall not be required to make any prepayments of principal or interest under the First Mortgage. Unless and until the grantors first consent thereto in writing, the grantees shall not exercise any right or privilege of prepayment of the First Mortgage and shall not enter into any agreement with the holder of the First Mortgage modifying or amending any of the provisions dealing with the payment of principal or interest thereunder.

7. In the event that the grantors shall default in making any required payment of principal, interest or escrow deposit under the First Mortgage, the grantees shall have the right to advance the funds necessary to cure such default and all funds so advanced by the grantees together with interest thereon at the rate of 11% per annum shall be credited against the next installment(s) of interest and principal due under the note secured by this instrument.

8. If the unpaid principal balance due under the First Mortgage is reduced because the holder of the First Mortgage has applied insurance proceeds or condemnation awards in reduction thereof or because of prepayments made by the grantees to said holder with the prior written consent of the grantors, so that the obligation of the grantors to pay to the holder of the First Mortgage the unpaid principal balance of said mortgage (as hereinbefore provided) is similarly reduced, the grantees' obligation to pay the total indebtedness to the grantors hereunder shall be likewise reduced by an equivalent amount. Such equivalent amount shall be deducted from the final payment(s) to be made by the grantees to the grantors under the terms of the note secured hereby, in the inverse order of their due dates.

9. The grantees shall have the right to prepay without penalty the whole or any part of the unpaid balance of the indebtedness secured hereby. Any partial prepayment shall be applied against the unpaid principal installments of the note secured hereby in inverse order of maturity.

10. The grantors and the grantees shall promptly send to each other copies of any notices received by them from the holder of the First Mortgage.

F70393

IDENTIF. REFERENCE

JAN 2 3 06 PM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

01/02 145.20- CHECK

4973

**OFFICIAL RECEIPT**

**FELIX Z. WILSON, II**

**REGISTER OF DAVIDSON COUNTY**

**NASHVILLE, TENNESSEE**

BOOK 5550 PAGE 167

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 |
|---|---|---|---|---|

38500.00- CO
34650.00- MO
100.10 CO TX
32.60 MO TX
.50 PRFEE
12.00 MOREGO
CHECK 145.20-

4073A01/02/EC REC .30

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F.70393

IDENTIF. REFERENCE T

JAN 2 3 06 PM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

**No.** 734574