Joseph B. Pitt, Jr., Attorney
First American Center
Nashville, Tennessee 37238

BOOK 5553 PAGE 933

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Mark M. McInteer and wife, Melinda T. McInteer	SAME	118-9-83
(NAME): 1104 Draughon Avenue	(NAME):	
(STREET ADDRESS OR ROUTE NUMBER): Nashville, Tennessee 37204	(STREET ADDRESS):	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Sixty Eight Thousand Five Hundred and no/100------ ($68,500.00)---------- Dollars, of which Thirty One Thousand Five Hundred and no/100---------- ($31,500.00)---------- Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Thirty Seven Thousand and no/100---------- ($37,000.00)---------- Dollars,

Mark M. McInteer and wife, Melinda T. McInteer have executed their promissory note of even date herewith in the principal amount of $37,000.00, payable to the order of Herchel McKamey and wife, A. Diane McKamey, in 240 monthly installments of $381.91 each, which installments include both principal and interest at the rate of 11% per annum, the first of said installments falling due on February 1, 1980 and the others on the same day of each successive month thereafter until said note is paid in full,

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, we, Herchel McKamey and wife, A. Diane McKamey

have this day bargained and sold, and do hereby transfer and convey unto the said Mark M. McInteer and wife, Melinda T. McInteer the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 50 on the Map of Leonte Subdivision, not of record and described according to a copy of a survey thereof made by W. B. Southgate, Surveyor, in December, 1936, and in March 1938, also, as follows:
Beginning at a point in the north margin of Draughon Avenue at the corner of Lots 49 and 50, being 820 feet west of the westerly margin of Lealand Lane, formerly 10th Avenue South; thence with the line between said lots northerly 195 feet 6 inches to the corner of Lots 33 and 34; thence with the line between lots 33 and 50, westerly 100 feet to the corner of Lots 32 and 51; thence with the line between Lots 50 and 51, southerly 197 feet to the northerly margin of Draughon Avenue; thence with the margin of the same, easterly 100 feet to the point of beginning.

Being the same property conveyed to Herchel McKamey and wife, A. Diane McKamey by deed from John C. Walton and wife, Virginia Y. Walton, of record in Book 4550, page 22, Register's Office for said County.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer, is $ 68,500.00

Subscribed and sworn to before me, this the 10th day of January 19 80

Mark M. McInteer
Affiant

My commission expires: 4/21/80
(Affix Seal)

Mary Emmerich
Notary Public

This is improved (X) unimproved ( ) property, known as 1104 Draughon Avenue, Nashville, Tennessee 37204
(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 (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 unencumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, their (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 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 Grantees hereinafter referred to as trustors, hereby transfer and convey unto Joseph B. Pitt, 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 sum of $ ..... 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 interest may appear.

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6693

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 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby. BOOK 5533 PAGE 934

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.

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.

Witness our hands this 31st *day of* December, *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.*

Herchel McKamey — Mark M. McInteer

A. Diane McKamey — Melinda T. McInteer

STATE OF ~~TENNESSEE~~ FLORIDA / Indiana
COUNTY OF DAVIDSON / Marion

Personally appeared before me, David O. Conner, *a Notary Public in and for said County and State,* Herchel McKamey and wife, A. Diane McKamey

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 Marion Co Nashville, Indianapolis Ind *Tennessee this* 6 *day of* Jan, *19* 80.

David O Conner *Notary Public*

Commission expires 3-20-82

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Mary Emery, a Notary Public in and for said County and State, Mark M. McInteer and wife, Melinda T. McInteer

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 10th day of January, 1980.

Mary Emery Notary Public

Commission expires 4 21 80.

Sent to Chicago Title C-23777-0

INSTALLMENT DEED

FROM
Herchel McKamey and wife, A, Diane McKamey

TO
Mark M. McInteer and wife, Melinda T. McInteer

F 71772

IDENTIF. REFERENCE

JAN 11 10 43 AM '80

FELIX E. ... REGISTER
DAVIDSON COUNTY, TENN.

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

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5553 PAGE 935

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
			68500.00- CO	
			37000.00- MO	
			178.10 CO TX	
			35.00 MO TX	
			.50 PRFEE	
			6.00 MORFD	
			CHECK 213.60-	
			6663A01/11/80 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 71772

IDENTIF. REFERENCE

JAN 11 10 43 AM '80

REGISTER
DAVIDSON COUNTY, TENN.

No. 736200