This instrument prepared by:
Joseph B. Pitt, Jr., Attorney
First American Center
Nashville, Tennessee 37238

# Installment Deed

BOOK 5566 PAGE 86

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP PARCEL NUMBERS |
|---|---|---|
| James Clark Williamson | Advance Mortgage Corporation | 119-6-211 |
| c/o Brooks Humphreys Co. 12th Floor - 3rd Nat'l Bank | (NAME) 2310 Parklake Drive NE-Suite 1008 | |
| (STREET ADDRESS OR ROUTE NUMBER) Nashville Tenn. | (STREET ADDRESS) Atlanta, Georgia 30345 | |
| (CITY) (STATE) (ZIP) | (CITY) (STATE) (ZIP) | |

FOR AND IN CONSIDERATION of the sum of Twenty Five Thousand One Hundred Fifty and no/100 ($25,150.00) Dollars,

of which Two Thousand and no/100 ($2,000.00) Dollars, has been paid in cash,

the receipt of which is hereby acknowledged, and for the remainder Twenty Three Thousand One Hundred Fifty and no/100 ($23,150.00) Dollars,

James Clark Williamson has executed

a promissory note of even date herewith in the principal amount of $23,150.00, payable to the order of Freida Lovelady, in 240 monthly installments of $250.00 each, which installments include principal, taxes, insurance and interest at the rate of 10% per annum, $29.50 of which is attributable to taxes and insurance held in escrow, the first of said installments falling due on February 29, 1980 and the others on the same day of each successive month thereafter until said note is paid in full, said note containing the privilege of prepaying in full without penalty,

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, Johnnie B. Lovelady and wife, Freida Lovelady

have this day bargained and sold, and do hereby transfer and convey unto the said James Clark Williamson the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 127 on the Plan of Sterling Heights, Section 4, as of record in Book 1835, page 9, Register's Office for said County.
Said Lot No. 127 fronts 80 feet on the easterly side of Rascoe Road and extends back 174.6 feet on the north and 172.1 feet on the south line to a dead line in the rear, measuring 80 feet thereon.

Being the same property conveyed to Johnnie B. Lovelady and wife, Freida Lovelady by deed from Bobby Lee Smith and wife, Nadine Smith, of record in Book 5478, page 753, said Register's Office.

The grantor agrees to make payments to the first mortgage holder out of the proceeds of the indebtedness secured herein until first mortgage is paid in full.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 23,150.00

Subscribed and sworn to before me, this the 1st day of February 19 80

Affiant

My commission expires: Oct. 18, 1981
(Affix Seal)

Notary Public

This is improved (XX) unimproved ( ) property, known as 2514 Rascoe Road, Nashville, Tennessee 37211
(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, except for deed of trust of record in Book 3683, page 301, said Register's Office.

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.

*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 5566 PAGE 87

*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* 30th *day of* January *, 19*80*, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Johnnie B. Lovelady

Johnnie B. Lovelady

James Clark Williamson

James Clark Williamson

Freida Lovelady

Freida Lovelady

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* Larry E Thorpe *, a Notary Public in and for said County and State,* Johnnie B. Lovelady and wife, Freida Lovelady and James Clark Williamson *, 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* 1 *day of* Feb. *, 19*80

Larry E Thorpe *Notary Public*

*Commission expires* 1-18-82

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Before me,* ..... *, a Notary Public of the State and County aforesaid, personally appeared* ..... *, with whom I am 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* .....

RECEIVED FOR RECORD
FEB 13 1980 at 9:58 A.M.
REGISTER'S OFFICE DAVIDSON COUNTY, TENN.

F 76387

2560 02/13 99.58- CHECK

**INSTALLMENT DEED**

FROM
Johnnie B. Lovelady and wife,
Freida Lovelady

TO
James Clark Williamson

Brooks Realty & Construction Co.
19th Floor - Third National Bank Bldg.
Nashville, Tennessee 37219
REALTORS
Phone 255-5749 • 297-7698

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**

RECEIVED OF _____ BOOK 5556 PAGE 88

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 |
|---|---|---|---|---|
| | | | 27350.00- CO | |
| | | | 23150.00- MO | |
| | | | 70.98 CO TX | |
| | | | 21.10 MO TX | |
| | | | .50 PRFEE | |
| | | | 6.00 WDECD | |
| | | | CHECK | 99.58- |
| | | | 2580A02/13/80 SAL | .07 |

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

F 76387

IDENTIF. REFERENCE

FEB 13 1 56 PM '80

REGISTER
DAVIDSON COUNTY, TENN.

**No.** 741899