515 Stahlman Building
Nashville, TN 37201

Installment Deed

BOOK 5572 PAGE 93

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Joseph C. Inman and Billy R. Chapman (NAME)	same (NAME)	106-6-51
631 Murfreesboro Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	6DA 00560
Nashville, TN 37210 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Forty-Five Thousand ($145,000.00) and no/100---------- *Dollars, of which* Forty-Two Thousand Fifty ($42,050.00) and no/100---------- ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* of One Hundred Two Thousand Nine Hundred Fifty and no/100---------- *Dollars,* ($102,950.00), the grantees hereunder, Joseph C. Inman and Billy R. Chapman *have executed* one note of even date herewith, payable $51,475.00, on February 28, 1981, with interest at ten per cent (10%) per annum, on entire unpaid principal to that date. Then, the remaining $51,475.00, is due and payable on February 28, 1982, with interest at ten per cent (10%) per annum, from February 29, 1981,

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, and Stanley Fulton, a single person, has does *this day bargained and sold, and ~~do~~ hereby transfer and convey unto the said* Joseph C. Inman and Billy R. Chapman, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:* TRACT NO. 1: Land in Davidson County, Tennessee, being parts of Lots Nos. 1 and 2 on the Map of Ford's Subdivision, as of record in Book 21, page 51, Register's Office for said County, described as follows:

BEGINNING at a point in the northerly right-of-way of the N.C. & St. L. Railway, 295 feet, more or less, east of the easterly margin of Foster Street or Avenue; thence along the margin of said railroad right-of-way, easterly 245 feet, to a point; thence northerly along a broken line 165 feet, more or less, to the south line of the J.F. Horne property; thence along Horne's south line westerly 293 feet to a point which is 267 feet, more or less, east of the easterly margin of Foster Street or Avenue; thence southeasterly ,93 feet to the point of beginning.

TRACT NO. 2: Being an easement 9x267 feet, running from the northwesterly corner of Tract no. 1 hereinabove described, to the easterly line of Foster Street or Avenue where the same intersects the north line of the N.C. & St. L. Railway right-of-way, which easement was created in the deed from C.K. Murdock and wife, Kyle Davenport, of record in Book 1237, page 620, said Register's Office, and which is described as follows:

BEGINNING at a point in the north margin of the N.C. & St. L. Railway right-of-way in the east line of Foster Street or Avenue; thence easterly 267 feet to a point in the west line of Tract No. 1 hereinabove described, said point being 9 feet south of the northwest corner of said Tract No. 1; thence northerly along the west line of said Tract No. 1, 9 feet to the south line of the Horne Property; thence with the line of said Horne property 267 feet, more or less, to the southwest

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $145,000.00

Subscribed and sworn to before me, this the 29th day of February, 19 80

Affiant

My commission expires: Oct. 17 1982 (Affix Seal)

Notary Public

corner of said Horne property in the east margin of Foster Street or Avenue; thence with the margin of said Foster Street or Avenue, southerly 9 feet to the beginning.
TRACT NO. 3: Land in Davidson County, Tennessee, being parts of Lots Nos. 1 and 2 on the Map of Ford's Subdivision, of record in Book 21, page 51, Register's Office, and described as follows:
BEGINNING at the intersection of the easterly margin of Foster Street and the northerly right-of-way line of the N.C. & St. L. Railway; thence easterly along said railway right-of-way, 295 feet to the southwest corner of the property conveyed to John T. Hurn, by deed from Robert Abrahams and wife, of record in Book 1371, page 59, said Register's Office; thence northerly along Hurn's westerly line, 84 feet to a point in the southerly margin of a 9 foot strip conveyed to said Hurn in said deed; thence westerly along said 9 foot strip, 267 feet to the beginning.
TRACT NO. 4: Land in Davidson County, Tennessee, being part of Lots Nos. 1 and 2 on the Map of the A.H. Ford's Plan of Lots, of record in Plan Book 21, page 51, of the Register's Office for said County, and a part of the abandoned right-of-way of the Tennessee & Pacific Railroad, and described according to a copy of a survey thereof made by T.R. Sanford, on September 1, 1949, as follows: BOOK 5572 PAGE 94
BEGINNING at a point in the Murfreesboro Road 95.25 feet west of the westerly margin of Cole Avenue or Industrial School Road, at an iron pin; thence leaving said Murfreesboro Road, South 17°50'West, 122 feet to an iron pin; thence South 73°17' East 119.5 feet to an iron pin in the west margin of Industrial School Road, which is 122 feet south of the south margin of the Murfreesboro Road; thence South 6°17' West 172.5 feet, more or less, to a post and iron pin 30 feet north of the center line of the main track of the Lebanon Branch of the N.C. & St. L. Railroad right-of way, in a fence line; thence along said fence, South 87°37'West 249.5 feet, more or less, to an iron pin at a post in the line of the property now belonging to Frensley thence along Frensley's line, North 0°43'West 73 feet to an iron pin in the north line of the abandoned right-of-way of said Tennessee & Pacific Railroad; thence with the line of the same North 62°35'East 172.1 feet to an iron pin; thence North 17°50'East92.4 feet to an iron pin in the south margin of the Murfreesboro Road; thence with the south margin of same, South 27°10'East 50 feet to the beginning.
BEING the same property conveyed to C. Stanley Fulton, by deed from Floreen Fulton, of record in Book 5568, page 348, and by deed from Virginia Fulton Ashford, Trustee, of record in Book 4370, page 75, Register's Office for Davidson County, Tennessee.

unimproved ( )
This is improved (X) property, known as 631 Murfreesboro Road, Nashville, TN, 37210
(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 Joseph C. Inman and Billy R. Chapman, their *(successors), heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Joseph C. Inman and Billy R. Chapman *(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 Joseph C. Inman and Billy R. Chapman *hereinafter referred to as trustors, hereby transfer and convey unto* Fred Elledge, 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.

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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 Register's 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 29th *day of* February, *19*80.

C. STANLEY FULTON

JOSPEH C. INMAN

BILLY R. CHAPMAN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* C. Stanley Fulton, Joseph C. Inman and Billy R. Chapman

*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* 29th *day of* February, *19* 80

Commission expires Oct. 17, 1982 *Notary Public*

STATE OF.....
COUNTY OF.....

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Personally appeared before me, ...*, a Notary Public in and for said County and State,* .....

.....

the within named bargainor....., *with whom I am personally acquainted, and who acknowledged that*..... *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at.....,
this.....*day of*....., *19*.....

.....*Notary Public*

Commission expires.....

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.....

F 73838

IDENTIF. REFERENCE

FEB 29 12 12 PM '00

FILED AND RECORDED IN THE REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

C. STANLEY FULTON

TO

JOSEPH C. INMAN AND

BILLY R. CHAPMAN

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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
			148000.00-	CO
			102850.00-	MO
			377.00	CO TX
			107.50	MO TX
			.50	PRFEE
			12.00	WDEED
			CHECK	490.40-
5452A02/29/80			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 78688

IDENTIF. REFERENCE

FEB 29 12 12 PM '80

REGISTER
DAVIDSON COUNTY, TENN.

No. 744669