| ADDRESS NEW OWNER(S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS: |
|---|---|---|
| Sherman Clayton & wife, Linda Clayton (NAME) | Sherman Clayton & wife, Linda Clayton (NAME) | Field Bk. #13DA-43090 |
| 2714 Tucker Road (STREET ADDRESS OR ROUTE NUMBER) | 2714 Tucker Road (STREET ADDRESS) | Map & Parcel No: 70-6-20 |
| Nashville, Tenn. 37218 (CITY) (P. O. ZONE) (STATE) | Nashville, Tenn. 37218 (CITY) (ZONE) (STATE) | |

INSTALLMENT DEED

BOOK 5617 PAGE 836

FOR AND IN CONSIDERATION OF the sum of One Hundred Thousand Dollars ($100,000.00) DOLLARS

of which $ 15,000.00 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 this day executed their note, payable to Richard Geldreich and wife, Grete Geldreich, in equal monthly installments of Seven Hundred Sixty-four and 77/100ths Dollars ($764.77). The first installment payment shall become due and payable on the 25th day of July, 1980, and a similar payment of $764.77 on the same day of each succeeding month thereafter until the balance is paid in full. Said installment payments shall include interest at the rate of Nine per cent (9%) per annum.

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IDENTIF. REFERENCE

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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.

Richard Geldreich and wife, Grete Geldreich

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

Sherman Clayton and wife, Linda Clayton

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

Land in the 13th Civil District of Davidson County, Tennessee, being part of Lot No. 2 on the Map of Sarah A. McIntosh's Subdivision of the Daniel Young property, as of record in Book 332, page 71, Register's Office for said county, and a 1.91 acre tract, more or less, of a survey of the Dr. R. E. Wyatt property, as of record in Book 974, page 25, Register's Office for said County, and described in Two Parcels as follows, according to a survey made by Geo. W. Watkins, Surveyor, dated September 30, 1967.

PARCEL 1:

BEGINNING at a nail in the center of Tucker, formerly Old Hamilton Road, at the northwest corner of the property conveyed to A. W. Stewart and wife, by deed of record in Book 1179, page 45; thence along Stewart's line and along a stone wall, South 86°22' East 283.6 feet to an iron pin in the northwesterly margin of Buena Vista Pike; thence with the margin of the same, North 23°45' East 924.5 feet to an iron pin in the southerly

(see attached page)

This is improved XX, unimproved ( ) property known as 2714 Tucker Road, Nashville, Tennessee 37218 (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.

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 Ralph Daugh, 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 $ 85,000.00 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 therein, 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 advise 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.

BOOK 5617 PAGE 837

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 grantees 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 25th day of June, 19 80.

Linda Clayton

Richard Geldreich

Grete D. Geldreich

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 100,000.00.

Affiant

Subscribed and sworn to before me, this the 25th day of June 1980

My commission expires 11/3/80.
(Affix Seal)

Notary Public

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Mose J. Davie, a Notary Public in and for said County and State, the within named Richard Geldreich & wife, Grete Geldreich; and Sherman Clayton and wife, Linda Clayton the 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, Tenn. this 25th day of June, 19 80

Commission Expires 11/3/80

Notary Public.

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 _____

INSTALLMENT DEED

FROM

RICHARD GELDREICH & WIFE,
GRETE GELDREICH

TO

SHERMAN CLAYTON & WIFE,
LINDA CLAYTON

This deed was prepared by:
MOSE J. DAVIE, Atty.
1026 4th Ave. No.
Nashville, Tenn. 37219

Published by
Tennessee Title
Office of
Pioneer National Title Insurance Company
Suite 2114 — Parkway Towers
404 James Robertson Parkway
NASHVILLE, TENNESSEE 37219
Phone 259-2290

FORM NO. 1003-HESSEY 4-1-73

line of Lot 12 on said Sarah A. McIntosh's Subdivision; thence with the southerly line of said Lot 12, North 86°53' West 234.4 feet to an iron pin at the Southeast corner of Lot 13 of said McIntosh's Subdivision, also being the northeast corner of Lot 2 of said Subdivision; thence with the line between lots 2 and 13, South 67°27'West 381.5 feet to an iron pin, R. E. Wyatt Jr.'s northeast corner; thence with said Wyatt's easterly line, South 22°10' East 125 feet to a point; thence with Wyatt's southerly line, South 67°27' West 325 feet to a nail in the center of Tucker, formerly Old Hamilton Road; thence with the center of the same, South 22°10' East 489 feet to the point of beginning, containing 9.18 acres.

TRACT 2:

BEGINNING at an iron pin in the southwesterly margin of Buena Vista Pike, in the northerly line of the property conveyed to A. W. Stewart and wife, by deed of record in Book 1179, page 45; thence with Stewart's northerly line, South 86°22' East 41.3 feet to an iron pin; thence North 3° West 108.3 feet to an iron pin in the southwesterly margin of said Buena Vista Pike; thence with the margin of the same, South 23°57' West 115 feet to the point of beginning, containing 2235 square feet.

Being the same property conveyed to Richard I. Geldreich and wife, Grete Geldreich by deed from D. S. Richardson, unmarried, of record in Book 4183, page 387, Register's Office for Davidson County, Tennessee.

**OFFICIAL RECEIPT**

**FELIX Z. WILSON, II**

**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

RECEIVED OF _____ BOOK 5617 PAGE 839

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 |
|---|---|---|---|---|
| | | | 10000.00- | CO |
| | | | 65000.00- | MO |
| | | | 260.00 | CO TX |
| | | | 83.00 | MO TX |
| | | | .50 | PRFEE |
| | | | 9.00 | WDEED |
| | | | CHECK | 352.50- |
| 6449 | AD | 6/26/80 | BAL | .00 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

**No.** 764848