THIS INSTRUMENT PREPARED BY: Robert L. Trentham, Attorney
24th Floor, L & C Tower
Nashville, Tennessee 37219

ADDRESS NEW OWNER: SEND TAX BILLS TO: MAP NO. 124

William M. Garner Same PARCEL NO. 50

425 Owendale Drive

Antioch, Tn. 37013

INSTALLMENT DEED BOOK 5619 PAGE 225

FOR AND IN CONSIDERATION of the sum of EIGHT THOUSAND SEVEN HUNDRED FIFTY ($8,750.00) DOLLARS, of which ONE THOUSAND SEVEN HUNDRED FIFTY ($1,750.00) DOLLARS has been paid in cash by WILLIAM M. GARNER and wife, KATHY M. GARNER, the receipt of which is hereby acknowledged, and for the remainder SEVEN THOUSAND ($7,000.00) DOLLARS, the said WILLIAM M. GARNER and wife, KATHY M. GARNER have

> executed an Installment Note of even date herewith payable to Robert J. Baltz, Trustee, in the principal amount of $7,000.00 with interest at the rate of nine (9%) percent per annum

and providing for payment of attorney's fees, and to secure the payment of said note, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, BALTZ BROTHERS, a Partnership, has this day bargained and sold, and does hereby transfer and convey unto the said WILLIAM M. GARNER and wife, KATHY M. GARNER, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

> LAND in the 2nd Civil District of Davidson County, Tennessee, being Lot #63 on the plan of Bridle Path Subdivision, Section One, of record in Book 5200, Pages 228 and 229, Register's Office of Davidson County, Tennessee, to which plan reference is here made for a more complete description.
>
> BEING part of the same property conveyed to Baltz Brothers, a partnership, by deed from C. E. Hooper and wife, Peggy K. Hooper of record in Book 4916, Page 989, Register's Office for Davidson County, Tennessee.

This is unimproved property, known as Lot #63 of the Bridle Path Subdivision, Nashville, Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said WILLIAM M. GARNER and wife, KATHY M. GARNER, their 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 Restrictive Covenants of record in Book 5550 Page 483 , Register's Office of Davidson County, Tennessee, and by real estate taxes for the year 1979 which have been prorated and assumed by Grantees.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to the said WILLIAM M. GARNER and wife, KATHY M. GARNER, 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 me in hand paid, we, the said WILLIAM M. GARNER and wife, KATHY M. GARNER do hereby transfer and convey unto ROBERT L. TRENTHAM, TRUSTEE, his succesors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

We, the said, WILLIAM M. GARNER and wife, KATHY M. GARNER 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 insurable amount until the note 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 and holder of said note, 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 WILLIAM M. GARNER and wife, KATHY M. GARNER, 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 trust 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:

First: 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.

Second: To the payment of all taxes which may be unpaid on said premises.

Third: To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

Fourth: The residue, if any, will be paid to WILLIAM M. GARNER and wife, KATHY M. GARNER, their 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 ROBERT L. TRENTHAM, TRUSTEE, shall be vested in said successor.

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, BALTZ BROTHERS, a partnership composed of ROBERT BALTZ, JR., D. MARTIN BALTZ, DENNIS L. BALTZ, FRANK J. BALTZ, and JACK P. BALTZ and WILLIAM M. GARNER and wife, KATHY M. GARNER hereunto set our hands at Nashville, Tennessee, this the 31st day of December, 1979.

BALTZ BROTHERS, a Partnership

By: _____
ROBERT BALTZ, JR., Partner

By: _____
D. MARTIN BALTZ, Partner

By: _____
DENNIS L. BALTZ, Partner

By: _____
FRANK J. BALTZ, Partner

By: _____
JACK P. BALTZ, Partner

_____
WILLIAM M. GARNER

_____
KATHY M. GARNER

****

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, _____, a Notary Public in and for said county and state, the within named ROBERT BALTZ, JR., D. MARTIN BALTZ, DENNIS L. BALTZ, FRANK J. BALTZ and JACK P. BALTZ, 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, Tennessee, this 31st day of December, 1979.

_____
Notary Public

My Commission expires: January 31, 1981

NOTARY PUBLIC AT LARGE

****

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Winifred Walker, a Notary Public in and for said county and state, the within named WILLIAM M. GARNER and wife, KATHY M. GARNER, 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, Tennessee, this 20th day of June, 1980.

Winifred Walker
Notary Public

My Commission expires: January 31, 1981

NOTARY PUBLIC AT LARGE

****

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Eight Thousand Seven Hundred Fifty ($8,750.00) Dollars.

G H Christianson
Affiant

Subscribed and sworn to before me,

this 1st day of July, 1980.

[illegible]
Notary Public

My Commission expires: [illegible]

RUSH

IDENTIF. REFERENCE

JUL 1 8 53 AM '80

FELIX Z. HILL JR. REGISTER
DAVIDSON COUNTY, TENN.

F 95677

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 5619 PAGE 231

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
			6750.00- CO	
			7000.00- MO	
			22.62 CO TX	
			5.00 MO TX	
			.50 PRFEE	
			16.00 WDEED	
			CHECK 46.12-	
7127A07/01/80			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 95677

IDENTIF. REFERENCE

Jul 1 8 53 AM '80

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 765501