BOOK 5626 PAGE 331

INSTALLMENT DEED

FROM:

ROBERT R. SNEED and wife
ALINE A. SNEED

THIS INSTRUMENT PREPARED BY:
John L. Van Cleave, Attorney
18th Floor
First American Center
Nashville, TN 37238

TO:

BETTIE MADISON SNEED,
a single woman

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBER
MRS. BETTIE MADISON SNEED UNIT 183 ROYAL OAKS 4505 HARDING ROAD NASHVILLE, TN 37215	SAME	MAP 116-3 B PARCEL 183

F98221

IDENTIF REFERENCE

Jul 18 1 07 PM '80

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $50,001.00.

Bettie Madison Sneed
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS 17th day of July, 1980.

Notary Public

NOTARY PUBLIC AT LARGE

My Commission Expires:

10/11/85
(Affix Seal)

FOR AND IN CONSIDERATION OF the sum of Fifty Thousand and One Dollars ($50,001.00), of which ONE DOLLAR ($1.00) has been paid in cash by BETTIE MADISON SNEED ("grantee"), the receipt of which is hereby acknowledged, and for the remainder of which the said grantee has executed an Installment Note of even date payable to the order of ROBERT R. SNEED and wife, ALINE A. SNEED ("grantors"), in the principal sum of Fifty Thousand Dollars ($50,000) payable in installments as follows: Monthly installments including principal and interest and in the amount of Four Hundred and Thirty-Eight

and 49/100 Dollars ($438.79) each, which shall be due on the first day of each month beginning with August 1, 1980, and continuing thereafter for the next succeeding Three Hundred Fifty-Nine (359) months until paid in full; provided, however, that if the grantee should earlier convey any part or all of either her legal or equitable interest in the real estate herein conveyed without the prior consent of grantors, which consent shall not be unreasonably withheld, the then entire balance, including but not limited to principal, interest and all other expenses owing pursuant to the said note, shall be at once due and payable.

We, ROBERT R. SNEED, and wife, ALINE A. SNEED ("grantors") have this day bargained and sold, and do hereby transfer and convey unto the said grantee certain real estate in Davidson County, Tennessee and more particularly described in Exhibit A to this Installment Deed.

As part of the consideration for this transfer, grantee agrees to be bound by the terms, covenants, and restrictions set forth in Master Deed for 4505 Harding Road Homeowners' Association, of record in Book 5282, page 972, and its attendant By-Laws of record in Book 5282, page 972, respectively, in said Register's Office.

Grantor does hereby transfer and sell unto grantee all fixtures and appliances which might be owned by grantor and located in the said Unit, including range and refrigerator.

As additional consideration for this transfer, grantee hereby assumes and agrees to bear the entire expense of any repairs, modifications, and/or alterations to the balcony of the unit, which is conveyed "as is", including the costs of any and all litigation arising therefrom or pertaining thereto.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple; that we have a good right to convey it; and that the same is unencumbered, except as shown in Exhibit B to this deed and except for taxes for the current year which are hereby prorated and assumed by grantee.

We further covenant and bind ourselves, our heirs and representatives, to warrant and to forever defend the title to the said real estate to said grantee, against the lawful claims of all persons.

AND NOW, for the purpose of better and more effectually securing the payment of the said Note, and rendering unnecessary Court proceedings for the enforcement of said Note and the liens which secure it in the event of any default in payment of the said Note, or in the event of any default in the condition of the said Note or this Deed, as hereinafter provided, and for the consideration of One Dollar ($1.00) to us in hand paid, I, the said grantee herein do hereby transfer and convey unto JOHN L. VAN CLEAVE, TRUSTEE, his

successors and assigns, the realty described in Exhibit A hereto with the apputenances, estate, title and interest thereto belonging, for the purposes aforesaid. I, the said grantee do hereby agree to keep all buildings now on, or to be hereafter erected on said property insured against fire, flood, wind, or other casualty by some reliable insurance company or companies for at least the sum of Fifty Thousand Dollars ($50,000) until the said Note is fully paid, to cause JOHN L. VAN CLEAVE, TRUSTEE, as his interest may appear, to be named as the loss payee of all such insurance policies, to timely pay all premiums due for such insurance; and, upon reasonable demand, to furnish to the grantors or the trustee proof of such insurance and payment of premiums. I further agree to keep the improvements on the said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due. In case I fail to timely pay such insurance premiums, taxes, or assessments, then the said Trustee, or the lawful owners and holders of the said Note, 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 at the maximum legal rate of interest. Now, if I, the said grantee, shall pay the note aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured as agreed, then this trust conveyance shall be of no further force and effect. But if I default in the making of any payment pursuant to the note, or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; I fail to reimburse the Trustee or lawful owners and holders of said note for all sums, with interest, so expended by said Trustee, or lawful owners and holders of said Note within thirty (30) days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owners and holders of said Note, the balance of such Note 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 (20) days notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the courthouse in said county to the highest bidder for cash, at the 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 grantors or the then lawful owner and holder of the said Note may bid at any sale under this conveyance. I agree that the Trustee, may at any time, after any default in the payment of the said Note, enter and take possession of said property, and shall only account for the net rents actually received by him. I 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 immediately entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of a sale hereunder the proceeds will be applied by the Trustee as follows:

(1) To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien note or 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, but excluding the expense of ejecting persons from the realty in order to retake it; (2) To the payment of all taxes which may be unpaid on said premises; (3) To the payment of the unpaid balance of the Note herein secured, including principal and interest, and any and all sums expended in the protection of said property, as herein authorized; (4) The residue, if any, will be paid to the grantee herein.

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 owners and holders of said lien note, are 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.

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.

Any act, failure to act or failure to enforce any condition of this deed or the said note by the Trustee, the grantor, the lawful owner and holder of the note shall not be construed as a waiver of any such condition or requirement.

WITNESS our hands this 17th day of July, 1980.

ROBERT R. SNEED, Grantor

Aline A. Sneed
ALINE A. SNEED, Grantor

Bettie Madison Sneed
BETTIE MADISON SNEED, Grantee

John L. Van Cleave
JOHN L. VAN CLEAVE, Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named ROBERT R. SNEED and wife ALINE A. SNEED, 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 the 17th day of July, 1980.

Notary Public

My Commission Expires:

10/14/82

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named BETTIE MADISON SNEED, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this the 17th day of July, 1980.

Notary Public

My Commission Expires:

10/14/82

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JOHN L. VAN CLEAVE, TRUSTEE, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this the 17th day of July, 1980.

Notary Public

My Commission Expires:

10/14/82

EXHIBIT A

DESCRIPTION OF PROPERTY CONVEYED:

Being Unit No. 183 as shown on the Plat of Royal Oaks Apartments, a condominium, of record in Book 5200, page 45, Register's Office for Davidson County, Tennessee, together with an undivided 1.069% interest in common elements of 4505 Harding Road Homeowners' Association, as described in Book 5282, page 972, et seq., said Register's Office. Said Unit is also known as Apartment No. 183.

Being the same real property conveyed to Robert R. Sneed and wife, Aline A. Sneed, by deed from Royal Oaks Limited Partnership dated May 9, 1978, as of record in Book 5284, page 55, Register's Office for Davidson County, Tennessee

EXHIBIT B

ENCUMBRANCES

Further, this conveyance is given subject to:

1. 1980 taxes, which have been prorated and adjusted as of the date hereof.

2. The terms and conditions of the Horizontal Property Act of Tennessee, the above Master Deed and By-Laws, the above Condominium Plat, and any amendments thereto.

3. Easements and other rights as contained in deed from Kelly Prim, Trustee, et al to Ervin M. Entrekin, Trustee, of record in Book 5144, page 244, Register's Office for Davidson County, Tennessee.

4. Easements and reservations contained in the deed from Royal Oaks Associates, Inc. to Alfred Shepard, Trustee, of record in Book 4744, page 370, Register's Office for Davidson County, Tennessee, as modified by an agreement of record in Book 4978, page 524, said Register's Office. The above being modified by agreement of record in Book 4978, page 524, Register's Office for Davidson County, Tennessee.

5. Easement reservation in instrument from Presbyterian Apartments, Inc. to Royal Oaks Properties, Inc. of record in Book 3165, page 607, Register's Office for Davidson County, Tennessee.

6. Easement for sanitary sewer conveyed to City of Nashville of record in Book 3347, page 188, Register's Office for Davidson County, Tennessee.

7. Easement for sanitary sewers and/or storm drainage conveyed to Metropolitan Government of Nashville and Davidson County, of record in Book 4835, page 964, Register's Office for Davidson County, Tennessee.

8. The record plan shows an Owner's Certificate, certain easements and setback lines.

9. An easement upon that portion of Lot 2 on the Plan of Royal Oaks aforesaid, which is labeled "Easement for Driveway", conveyed to Charles F. Alexander, Trustee, by deed from Royal Oaks Limtied, dated December 27, 1972, and of record in Book 4668, page 986, Register's Office for Davidson County, Tennessee.

10. An easement upon the southwesterly 15 feet of Lot 2 on the plan of Roayl Oaks, along the common line between lots 1 and 2, as granted to Alfred Shepard, Trustee, in the deed aforesaid to him from Royal Oaks Limited.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

BOOK 5626 PAGE 338

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
			50000.00-	CO
			50000.00-	MO
			130.00	CO TX
			48.00	MO TX
			.50	PRFEE
			21.00	WDEED
				CHECK 199.50-
0395A	07/18/80		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F98221

IDENTIF. REFERENCE

JUL 18 1 07 PM '80

No. 768658