This Deed Prepared By:
Leon Ruben, Attorney
325 Plus Park Blvd.
Nashville, TN 37217

INSTALLMENT DEED

BOOK 5661 PAGE 191

| Address of New Owner: | Send Tax Statements: | Map-Parcel |
|---|---|---|
| RAJENDRABHAI BHULABHAI BHAKTA<br>4008 Gallatin Road<br>Nashville, Tenn. 37216 | Same | 61-11<br>Par-282 |

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FOR AND IN CONSIDERATION of the sum of THREE HUNDRED SEVENTY FIVE THOUSAND DOLLARS ($375,000.00) of which Three Hundred Thousand ($300,000.00) Dollars is in consideration of the conveyance of the hereinafter described real estate and the remainder in the sum of Seventy Five Thousand ($75,000.00) Dollars is in consideration of the sale and transfer of the hereinafter described personal property, of which Fifty Thousand ($50,000.00) Dollars has been paid in cash by RAJENDRABHAI BHULABHAI BHAKTA, the receipt of which is hereby acknowledged, and for the remainder in the sum of Three Hundred Twenty Five Thousand ($325,000.00) Dollars to be paid as follows:

1. The said RAJENDRABHAI BHULABHAI BHAKTA and wife, MANJUBEN RAJENDRABBAI BHAKTA, have executed their joint promissory note of even date herewith, payable to the order of DIANNA S. FULLER now MARTZ and husband, DWIGHT L. MARTZ, in the principal sum of Five Thousand ($5,000.00) Dollars. Said Note being due on August 1, 1981, and has executed another Note in the amount of Five Thousand ($5,000.00) which is due on August 1, 1982, and has executed a third Note in the amount of Five Thousand ($5,000.00) being due on or before August 3, 1983. Said Note carries no interest.

For the remaining balance of Three Hundred Ten Thousand ($310,000.00) Dollars the said RAJENDRABHAI BHULABHAI BHAKTA and wife, MANJUBEN RAJENDRABBAI BHAKTA, hereby agree to assume an existing mortgage which has a balance of $56,646.29 which is payable to the order of F. B. Williams and wife, Gertie Mae Williams of record in Book 4624, page 479, payable as therein specified, and further have assumed an additional Twenty Thousand ($20,000.00) Dollars of a baloon Note which is due and payable August 1, 1987, with monthly interest payments being One Hundred ($100.00) Dollars per month.

For the remaining balance of $233,353.71 the said RAJENDRABHAI BHULABHAI BHAKTA and wife, MANJUBEN RAJENDRABBAI BHAKTA, have executed their joint promissory note payable to the order of DIANNA S. FULLER now MARTZ and husband, DWIGHT L. MARTZ, payable Two Thousand ($2,000.00) Dollars per month beginning October 1, 1980, and each first of the month thereafter for a total of seven years. Said monthly installments of Two Thousand ($2,000.00) Dollars includes principal and interest at the rate of 10% per annum. At the end of the 7th year the balance remaining of Two Hundred Twenty Six Thousand Six Hundred Fifty Four and 75/100, is payable in a monthly [illegible] Thousand Two Hundred Sixty Six and 20/100 for a total of 18 years. Said monthly installments include principal and interest at the rate of 10% per annum.

Privilege is reserved to the makers of said Notes of paying additional sums or paying in full said Note at any time without additional interest or penalty provided advanced payment to be at the rate of One Hundred Thousand ($100,000.00) Dollars one time only.

Said Notes provide for payment of attorneys fees and to secure the payment of said indebtedness, principal, interest and attorneys fees, a lien is expressly retained on the land hereinafter conveyed and security interest is expressly retained and given by the grantees hereunder in the personal property herein sold and transferred.

This conveyance is made subject to a deed of trust of record in Book

10/27 1650.90- CHECK

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5592, page 523, Register's Office for Davidson County, Tennessee, securing Associates Financial Services Company of Tennessee, Inc. in the original amount of Ninety Four Thousand Eight Hundred ($94,800.00) Dollars, and said Deed of Trust is herein called "Prior Lien".

To secure that payment under the "Prior Lien", shall be made as and when due the provision of the the "rior Lien Rider" executed by borrower and lender and recorded with this deed of trust shall supplement provisions of this installment deed as if said rider was made a part thereof.

(Now Martz)
WE, DIANNA S. FULLER and husband, DWIGHT L. MARTZ, have bargained and sold and do hereby transfer and convey unto the said RAJENDRABHAI BHULABHAI BHAKTA, his heirs and assigns, certain real estate in Davidson County, Tennessee, described as follows:

TRACT ONE:

Land in Davidson County, Tennessee, being the southwest part of Lot "A" on the Map of Kennedy and Graves Subdivision of Monte Vista, as of record in Book 421, page 143, Register's Office for said County, described as follows:

Beginning at a point in the easterly margin of the Old Nashville and Gallatin Interurban Railroad right-of-way, the southwest corner of Lot "A" thence with the easterly margin of said right-of-way, North 19-3/4 deg. East 100 feet; thence eastwardly parallel to the south boundary line of said lot, 106.4 feet to a stake in the west boundary line of a part of said Lot "A" conveyed to Sarah Malone Woolwine by deed from E. Graves Pate and wife of record in Book 846, page 125, said Register's Office; thence with said Woolwine's west line, southwardly 100 feet to an iron pin in the original southerly line of Lot "A", Woolwine's southwest corner; thence westwardly along the southerly line of Lot "A", 106.4 feet to the point of the beginning. The above description taken from a copy of a description prepared June 4, 1936, by Erle Drake, County, Surveyor.

TRACT TWO:

Land in Davidson County, Tennessee, being Lot No. 2 of Block "C" on the plan of the resubdivision of certain Lots in Blocks "A", "B", and "C", in Sunnymeade Subdivision, Unite No. 1, of record in Book 974, pages 56, 47, Register's Office for said County.

Said Lot No. 2 fronts 50.8 feet on the easterly side of Gallatin Road, as now located, and runs back 134.1 feet on the northerly line and 125.2 feet on the southerly line to an alley, measuring 50.3 feet thereon.

TRACT THREE:

Land in Davidson County, Tennessee, being part of Lot "A" on the Map of Kennedy and Graves' Subdivision of Monte Vista, as of record in Book 421, page 143, Register's Office for said County, described according to a copy of a survey thereof, made June 6, 1938, by S. M. McMurray Engineering Company, as follows:

Beginning at an iron pin in the westerly line of the property conveyed to Sarah Malone Woolwine by deed from E. Graves Pate and wife, of record in Book 846, page 125, said Register's Office, which point is South 19 deg. West 271.6 feet from a cut on the sidewalk in the Southerly margin of McAlpine Avenue, which point is also the northwest corner of this tract, thence south 19 deg. West 100 feet to an iron pin which is South 62 deg. 5' East 157.4 feet from the curb line of the Gallatin Road; thence South 62 deg. 5' East 60 feet to an iron pin; thence North 20 1/4 deg. East 100 feet to an iron pin; thence North 62 deg. 5' West 61.4 feet to the point of the beginning.

TRACT FOUR:

Land in Davidson County, Tennessee, being the northerly part of Lot No. 1 of Block "C" on the Plan of the Resubdivision of Sunnymeade Subdivision, Unit No. 1, as of record in Book 974, page 56, Register's Office for said County.

Said part of Lot No. 1 fronts 38.3 feet on the easterly side of Gallatin Pike, as now located, and runs back 125.2 feet on the northerly line and 120.5 feet on the southerly line to an alley, measuring 16.5 feet thereon.

Being the same property conveyed to Michael E. May and Dianna S. Fuller, by deed from F. B. Williams and wife Gertie Mae Williams of record in Book 4624, page 479, said Register's Office, and being the same property to whjch Michael E. May conveyed his one-half interest To Dianna S. Fuller of record in Book 4741, page 357, said Register's Office for Davidson County, Tennessee.

INCLUDED but EXCLUDED from the above described property is the following described property:

Land in Davidson County, Tennessee being described according to a survey made by Ralph W.C. Lambert, May 17, 1973, of resubdivision of Lots 1 & 2 of Block "C" of Sunnymeade Subdivision and being more particularly described as follows:

Beginning at a point in the easterly margin of Gallatin Road at the common corner of Lot 1 and 1A; thence with the line between said two lots easterly 120.5 feet to an iron pin; thence with the westerly margin of a 20 foot alley northeasterly 40.0 feet to an iron pin; thence westerly 127.5 feet to the easterly margin of Gallatin Road; thence with the easterly margin of said Road southerly 41.0 feet to the point of beginning.

Being part of the same property conveyed to Michael E. May and Dianna S. Fuller, by deed from F.B. Williams and wife Gertie Mae Williams of record in Book 4624, page 479, Register's Office for Davidson County, Tennessee, and being the same property conveyed to Forrest H. May by deed from Michael E. May, unmarried, and Dianna S. Fuller and husband Thomas F. Fuller, of record in Book 4736, page 508, said Register's Office.

This is improved property located at 4008 Gallatin Road, Nashville, Tennessee.

Together with ther personal property substantially described as follows:

Room No. 1

2 Beds with headboard
1 Desk with mirror
2 Chairs
1 Sofa hidaway bed
2 lamps
1 t.v.
1 air conditioner and heater

Room No. 2

2 Beds with headboard
1 Desk with mirror
1 Chair
1 Sofa hidaway bed
3 lamps
1 table
1 t.v.
1 air conditioner

Room No. 3

1 bed
1 mirror
1 lamp

Room No. 3 Cont.

1 table
1 air conditioner

Room No. 4

1 bed with headboard
1 desk
1 mirror
2 lamps
1 table
1 t.v.
1 air conditioner

Room No. 5

2 beds with headboard
1 desk
1 mirror
3 chairs
2 lamps
1 t.v.

1 air conditioner

Room No. 6

1 bed with headboard
1 desk
2 chairs
1 t.v.
1 air conditioner

Room No. 7

1 stove & refrigerator
2 bed with headboard
1 mirror
2 chairs
1 sofa hidabed
2 lamps
1 t.v.
1 air conditioner & heater

Room No. 8

1 stove & refrigerator
2 beds with headboard
1 mirror
2 chairs
1 sofa hidabed
2 lamps
1 t.v.
1 air conditioner

Room No. 9

1 stove & refrigerator
2 beds with headboard
2 chairs
1 mirror
1 sofa hidabed
2 lamps
2 tables
1 t.v.
1 air conditioner

Room No. 10

2 beds with headborad
2 chairs
1 stove 7 refrigerator
1 mirror
2 sofas
2 lamps
1 table
1 t.v.
1 air conditioner

Room No. 11

2 beds with headboard
1 desk
1 mirror
2 chairs
1 sofa
3 lamps
1 table
1 t.v.
1 air conditioner

Room No. 12

2 beds with headboard
1 desk
1 mirror
2 chairs
1 sofa
2 lamps
1 t.v.
1 air conditioner

Room No. 13

1 double bed
1 desk
1 mirror
1 lamp
1 t.v.
1 air conditioner

Room No. 14

2 bed with headboard
1 desk
1 mirror
2 lamps
1 t.v.
1 air conditioner

Room No. 15

1 Combination Stove, Refrig. Sink
1 bed
2 chairs
1 t.v.
1 air conditioner

Room No. 16

1 king size bed
1 desk
1 mirror
2 chairs
1 sofa
2 lamps
1 t.v.
1 air conditioner

Room No. 17

2 beds with headboard
1 desk & mirror
3 chairs
1 sofa hidabed
1 lamp
1 t.v. KMart
1 air conditioner

Room No. 18

2 beds
2 headboards
1 desk with mirror
2 chairs
1 sofa hidabed
2 lamps
1 t.v.
1 air cond.

Room No. 19

2 beds
2 headboards
1 desk
1 mirror
2 chairs
1 sofas hidabed
2 lamps
1 t.v.
1 air conditioner

Room No. 20

1 stove & refrigerator
2 beds
1 headboard
1 dresser
1 mirror
3 barstools
2 chairs
1 hidabed
4 lamps
2 tables
1 t.v.
1 air & heater

Room No. 21

2 beds with headboard
1 dresser with mirror
2 chairs
1 hidabed sofa
4 lamps
1 t.v.
1 air & heater

Mobile Home

1 kingsize bed
1 double bed
3 tables
3 chairs
1 chest
1 sofa
1 refrigerator
1 stove

Room Behind Office

1 Queen Size Bed
1 Chest

Five Kitchnettes with stove, refrig.
dining table, etc.

Apartment with office

1 Refrigerator
1 Stove
1 Dishwasher, etc.
1 table & chairs
1 coffee table

Office Furniture

1 revolving stool
2 chairs
1 calculator
1 desk built-in

Laundry Room

2 washers
2 dryers etc.

Miscelleanous

Quantity of Blankets
Quantity of Bedspreads
Quantity of Drapes
ice buckets
water glass
soap
west basket etc.
coke & ice machine etc.
vacuum cleaner
all lines supposed to
be 2 sets for all units
(twin use)

611360
IDENTIFICATION
OCT 7 9 25 AM '80
FEE $
DAVIDSON COUNTY

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 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.

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 assign, 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 Leon Ruben, Trustee, his successors and assigns, the real estate hereinbefore described, wtih 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 $ 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 than 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 pos session 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:

lst. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorneys 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.
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 1st day of October, 1980.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 305,000.00
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 7th DAY OF Oct 1980
Deputy Register

Dianna S. Fuller (now Martz)
DIANNA S. FULLER (NOW MARTZ)

Dwight L. Martz
DWIGHT L. MARTZ

Rajendrabhai Bhulabhai Bhakta
RAJENDRABHAI BHULABHAI BHAKTA

Manjuben Rajendrabhai Bhakta
MANJUBEN RAJENDRABBAI BHAKTA by
Rajendrabhai Bhulabhai Bhakta
Attorney in fact

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 Dianna S. Fuller Martz, Dwight L. Martzand Rajendrabhai Bhulabhai Bhakta, 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 1st day of October, 1980.

NOTARY PUBLIC

My Commission Expires: 1/16/83

PRIOR LIENS RIDER

BOOK 5661 PAGE 198

This Rider is made this 1st day of October, 1980, and is incorporated into and shall be deemed to amend and supplement the Deed of Trust of even date herewith, given by the undersigned Borrower to secure Borrower's note executed to Seller.

It is hereby covenanted and agreed as follows:

A. Lender, out of each monthly payment made by Borrower, agrees to pay to the holders of the indebtednesses secured by the Prior Liens the unpaid principal balance of said indebtednesses, together with all interest and other sums accruing thereunder as and when required by the terms of said Prior Liens and Notes secured thereby. However, Lender's obligation hereunder to make payments as and when due under said Prior Liens and notes secured thereby is conditioned upon Borrower not being in default under this Deed of Trust. Upon any pay-off or prepayment inf ull of this deed of trust, Lender agrees to prepay in full the indebtednesses secured by the Prior Liens. Upon any partial prepayment hereof, Lender agrees to prepay said Prior Liens pro rata to the amount of the prepayment hereof.

B. If Lender shall default in making any required payment, whether principal, interest or otherwise, due under the Prior Liens at a time when Borrower shall not then be in default hereunder, then Borrower shall have the right to advance the funds necessary to cure any such default directly to the holder or holders of the indebtednesses secured by the Prior Liens, and all funds so advanced by Borrower, together with interest thereon at the maximum rate then allowed by law shall be credited against the next installment (s) of principal and/or interest due under the note secured by his instrument.

C. Borrower and Lender agree to promptly send to the other copies of any notices received by them from the holders of the Prior Liens. Lender shall notify said Prior Lien holders to forward all notices and communications with respect to the property directly to the Borrower, as well as to the Lender, and that said holders are authorized to receive payments hereunder directly from the Borrower in the evetn of any default in such payments by Lender.

D. Notwithstanding the foregoing, Lender's obligation to make payments as and when due under the prior liens is conditioned upon Borrower not being in default under this instrument. Borrower agrees to comply with the terms and conditions of the Prior Liens other than with respect to payment of sums due thereunder and failure of Borrower to so comply shall be an act of default hereunder.

IN WITNESS HEREOF, Borrower and Lender have executed this Rider.

LENDER:

Dianna S. Fuller (Now Martz)
DIANNA S. FULLER
Now MARTZ

Dwight L. Martz
DWIGHT L. MARTZ

BORROWER:

Rajendrabhai Bhulabhai Bhakta
RAJENDRABHAI BHULABHAI BHAKTA

Manjuben Rajendrabhai Bhakta
MANJUBEN RAJENDRABHAI BHAKTA
By Rajendrabhai Bhulabhai Bhakta
Attorney-in-Fact

**OFFICIAL RECEIPT**

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 5661 PAGE 199

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | 300000.00- CO | |
| | | | 248353.71- MO | |
| | | | 760.00 CO TX | |
| | | | 246.40 MO TX | |
| | | | .50 PRFEE | |
| | | | 24.00 WDEED | |
| | | | CHECK 1050.90- | |
| 6779A | 10/07/80 | BAL | .00 | |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G.I.-360

IDENTIF. REFERENCE

OCT 7 9 25 AM '80

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 784484