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INSTALLMENT DEED

For and in Consideration of the sum of Fifty-nine ($59,000.00) thousand Dollars, of which Six Thousand ($6,000.00) Dollars, has been paid in cash by William Paul Proctor and his wife Carolyn H. Proctor the receipt of which is hereby acknowledged, and for the remainder Fifty-three thousand ($53,000.00) Dollars, the said William Paul Proctor and Carolyn H. Proctor have executed their promissory note of even date herewith payable to the order of Beatrice L. Carlton, bearing interest at the rate of 10% per annum from date, payable in 36 monthly installments, the first installment being in the amount of $465.12 which falls due on December 11, 1980 and an installment of $465.12 falling due on the 11th day of each succeeding month thereafter for 34 months making a total of 35 months installments of $465.12 each, and the final installment falling due on November 11, 1983 for the remaining unpaid principal balance with interest thereon at the rate of 10% per annum until the principal and interest has been paid in full. Said payments shall be applied first to the payment of interest on the unpaid principal balance and then to the principal until the entire amount of both principal and interest has been paid. Said note provides

[redacted] for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, I, Beatrice L. Carlton, an unmarried person,

have this day bargained and sold, and do hereby transfer and convey unto the said William Paul Proctor and wife Carolyn H. Proctor, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Lot No. 6 of Block 5 on the Map of E. L. Hampton subdivision of Stokes Tract, as of record in Book 974, page 24 Register's Office for said county.

Said lot fronts 80 feet on the northwesterly side of New Natchez Trace and extends back 190 feet to a deadline.

This is the same property as was conveyed to Beatrice L. Carlton and Martha A. Chilton, each unmarried, the said grantees to hold same as joint tenants with right of survivorship, the surviving tenant to take the interest of the deceased tenant in and to said land. The said Beatrice L. Carlton as the surviving tenant took sole and complete title to said land upon the death of Martha A. Chilton. Furthermore, the said Martha A. Chilton by her Will which had been duly probated in the Office of the Probate Court Clerk (County Court Clerk) gave, devised and bequeathed all her property remaining after the payment of debts, costs of administration, funeral and burial expenses and taxes to the said Beatrice L. Carlton.

The said deed conveying the property to Beatrice L. Carlton and Martha A. Chilton was executed on November 8, 1968 by Willie E. Smith and is recorded in Book 4285, page 819 of the Register's Office for Davidson County, Tennessee.

The office of the Probate Court Clerk to which reference is made above is the Office of the Probate Court Clerk of Davidson County, Tennessee.

The recorded plan of said lot shows a 60 foot setback line from New Natchez Trace, to which the conveyance is subject.

This is unimproved ( ) improved (X) property, known as 3011 New Natchez Trace Nashville, TN 37215
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said William Paul Proctor and Carolyn H. Proctor, their 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., except for said setback line.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said William Paul Proctor and Carolyn H. Proctor, 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 William Paul Proctor and Carolyn H. Proctor

do hereby transfer and convey unto Claude Callicott, 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 William Paul Proctor and Carolyn H. Proctor 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 $43,000.00 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 interst 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 Paul Proctor and Carolyn H. Proctor 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; or if 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:

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 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 William Paul Proctor and Carolyn H. Proctor, 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 Claude Callicott, 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, ~~I~~ we the said Beatrice L. Carlton, William Paul Proctor and Carolyn H. Proctor hereunto set ~~my~~ our hands at Nashville, Tennessee, this the 11 day of November 1980

Beatrice L. Carlton X

Carolyn H. Proctor X

William Paul Proctor X

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Hubert G. Peeler, a Notary Public in and for said County and State, the within named Beatrice L. Carlton, William Paul Proctor, and wife, Carolyn H. Proctor

the bargainor, 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 11th day of November, 1980

Commission Expires Jan. 15, 1983 Hubert G. Peeler, Notary Public.

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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)

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Before me, , a Notary Public of the State and

County aforesaid, personally appeared ,

with whom I 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 .

(over for additional acknowledgements)

INSTALLMENT DEED

FROM

BEATRICE L. CARLTON

TO

WILLIAM PAUL PROCTOR and

CAROLYN H. PROCTOR

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

G 17079

IDENTIFICATION REFERENCE

Nov 12 11 52 AM '80

FILED FOR RECORD IN REGISTER
DAVIDSON COUNTY, TENN.

TOILET CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
William Paul Proctor Carolyn H. Proctor (NAME)	New Owners (NAME)	7DA-22845
3011 New Natchez Trace (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Map.117-h
Nashville, TN 37215 (CITY) (STATE) (P O ZIP)	(CITY) (STATE) (ZIP)	Par. 64 PW

THIS INSTRUMENT WAS PREPARED BY

Claude Callicott
Attorney at Law
Suite 513
Nahville Bank & Trust Building
Nashville, Tennessee 37201

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 59,000.00 Claude Callicott
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 11 DAY OF November, 1980

Notary Public

MY COMMISSION EXPIRES:

(AFFIX SEAL)

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
			59000.00- CO	
			53000.00- MO	
			153.40 CO TX	
			51.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	216.90-
3965A	11/12/80	BAL		.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 1 7 0 7 9

IDENTIFICATION REFERENCE

Nov 12 11 52 AM '00

REGISTER
DAVIDSON COUNTY, TENN.

No. 791438