"THIS INSTRUMENT PREPARED BY JOSEPH G. CUMMINGS, JR., ATTORNEY, 21st FLOOR - FIRST AMERICAN CENTER, NASHVILLE, TENNESSEE 37238" File Box 37

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Dwight Holland, et ux.	Same	Map 71-12
(NAME:) Porter Hurt Drive	(NAME:)	Parcel 73(part)
(STREET ADDRESS OR ROUTE NUMBER) Mt. Juliet, TN 37122	(STREET ADDRESS)	12DA-45350
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 5698 PAGE 926

FOR AND IN CONSIDERATION of the sum of Twelve Thousand Five Hundred ($12,500.00) ---------- *Dollars, of which* Two Thousand ($2,000.00) ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Ten Thousand Five Hundred ($10,500.00) ---------- *Dollars,* Dwight Holland and wife, Kay Holland, *have executed* their promissory note of even date herewith in the principal amount of Ten Thousand Five Hundred ($10,500.00) Dollars, payable to the order of Joy Floral Company in one hundred twenty (120) consecutive monthly installments of One Hundred Fifty and 64/100 ($150.64) Dollars each, which installments include interest at the rate of twelve (12%) percent per annum, the first such installment being due on February 8, 1981,

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Joy Floral Company, a Tennessee corporation (the "Grantor"), ~~has~~ does *this day bargained and sold, and ~~do~~ hereby transfer and convey unto the said* Dwight Holland and wife, Kay Holland (the "Grantees"), their ~~XXXXX~~ *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being Lot No. 8 on the Plan of Joywood Estates, Section 2, as of record in Book 5210, page 333, Register's Office for said County.

Said Lot No. 8 fronts 65.09 feet on the west side of Jones Avenue and extends back 153.19 feet on the north line and 153.68 feet on the south line to a dead line measuring 62.86 feet thereon.

Being part of the same property conveyed to Joy Floral Company by deed from Joy & Son Company, of record in Book 365, page 20, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $12,500.00

Subscribed and sworn to before me, this the 8th day of January 19 81

Affiant

My commission expires: 1-15-83

(Affix Seal)

Notary Public

Said property is sold and conveyed subject to the following:

1. 1981 real property taxes, which have been prorated;

2. Owner's Certificate, 20-foot minimum building setback line from Jones Avenue, 20-foot easement for public utilities and drainage and 8-inch sewer line within said easement, and all other matters shown on the Plan aforesaid, of record in Book 5210, page 333, Register's Office for Davidson County, Tennessee; and

3. Easement for sanitary sewers and/or storm drainage granted to Metropolitan Government of Nashville and Davidson County, Tennessee, by Joy Floral Company, of record in Book 4130, page 29, said Register's Office.

unimproved ( )
This is improved (X) property, known as 1504 Jones Avenue, Nashville, TN 37207
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees, their ~~successors~~, *heirs and assigns forever.* Grantor *covenant that* it is *lawfully seized and possessed of said real estate in fee simple,* has *a good right to convey it, and that the same is unencumbered.,* except as set forth herein.

Grantor *further covenant* s *and bind* s itself, its successors ~~heirs~~ *and representatives, to warrant and forever defend the title to said real estate to said* Grantees, their ~~successors~~, *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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Dwight Holland and wife, Kay Holland, *hereinafter referred to as trustors, hereby transfer and convey unto* J. Greer Cummings, Jr., *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $ 10,500.00, *or at least the maximum insurable value, until the indebtedness 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 or holder of said indebtedness as his interest may appear.*

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear twelve (12%) percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 8th *day of* January, *19* 81

JOY FLORAL COMPANY

BY: Russell B. Davis

Dwight Holland

DWIGHT HOLLAND

Kay Holland

KAY HOLLAND

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Cristi G. Barry, *a Notary Public in and for said County and State,* Dwight Holland

the within named 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* 8th *day of* January, *19* 81

Cristi G. Barry
Notary Public

Commission expires 1-15-83

CRISTI G. BARRY NOTARY PUBLIC LARE STATE OF TENNESSEE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Personally appeared before me, Carol D Barry, *a Notary Public in and for said County and State,* Kay Holland

the within named 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 9th *day of* January, *19*81

Carol D Barry *Notary Public*

Commission expires 1-15-83

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Carol D Barry, *a Notary Public of the State and County aforesaid, personally appeared* Russell B. Davis
with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President
of the Joy Floral Company
the within named bargainor, a corporation, and that he *as such* President
being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President

Witness my hand and seal, at office in Nashville, Tennessee
this 5th *day of* January, *19*81

Carol D Barry *Notary Public*

Commission expires 1-15-83

4201 01/09 53.50- CHECK

INSTALLMENT DEED

FROM

JOY FLORAL COMPANY

TO

DWIGHT HOLLAND, ET UX.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

IDENTIF. REFERENCE

JAN 9 3 59 PM '81

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

32486O

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF BOOK 5698 PAGE 930

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
			12500.00- CO	
			10500.00- MO	
			32.50 CO TX	
			8.50 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	53.50-
4201	A01	1/09/81	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

624860

T
IDENTIF. REFERENCE

JAN 9 3 59 PM '81

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

No. 801318