9875 02/10 331.50- CHECK

Installment Deed

BOOK 5709 PAGE 502

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Patrick J. Riordan et ux	Same	Map 128-9
(NAME): Hallows Drive	(NAME): -	Par. 49
(STREET ADDRESS OR ROUTE NUMBER): Nashville, Tenn. 37221	(STREET ADDRESS): Same	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED TEN THOUSAND AND NO/100 ($110,000.00)---------- *Dollars, of which* TWENTY TWO THOUSAND AND NO/100 ($22,000.00)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* the amount of EIGHTY-EIGHT THOUSAND AND NO/100 ($88,000.00)---------- *Dollars, the said* Patrick J. Riordan and wife, Cheryl A. Riordan, *have executed* their promissory note of even date herewith, payable to the order of I. R. Schulman, Trustee, as follows: On the 3rd day of March, 1981, the sum of Seven Hundred Seventy-Two and 26/100 ($772.26) Dollars and thereafter fifty-nine (59) monthly installments each for a like amount due on the 3rd day of each succeeding month thereafter, which includes principal and interest at the rate of ten (10%) per cent per annum to be applied first to the payment of interest and the remainder to principal, with the balance, together with accrued interest, due on February 3, 1986,

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, I. I. R. SCHULMAN, TRUSTEE, *have this day bargained and sold, and do hereby transfer and convey unto the said* PATRICK J. RIORDAN and wife, CHERYL A. RIORDAN, *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being Lot No. 27 on the Plan of Dunaway Woods, Section One, of record in Book 5200, page 132, Register's Office for Davidson County, Tennessee.

Said Lot No. 27 fronts 186.0 feet on the easterly side of Hallows Drive and runs back between lines 222.89 feet on the northerly line and 226.28 feet on the southerly line to a dead line in the rear on which it measures 186.03 feet.

Being part of the property conveyed to I. R. Schulman, Trustee, with full power, by deed from Annie Frost Horn, a widow, of record in Book 4589, page 108, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to restrictive covenants of record in Book 5393, page 651, Register's Office for Davidson County, Tennessee; owner's certificate, a 70-foot minimum building setback line from Hallows Drive, a 10-foot easement for public utility and drainage purposes along the rear line of said lot and anchor easements located on both front corners of said lot as shown on the plan of record in Book 5200, page 132, Register's Office for Davidson County, Tennessee.

In the event Patrick J. Riordan and wife, Cheryl A. Riordan, convey or transfer the property secured hereby without the written consent of the holder of the note, which this installment deed secures, the holder of the note, at his option, shall have the right to declare the balance due on said note at such time due and payable, and said note shall be subject to foreclosure under this installment deed.

This instrument prepared by
SCHULMAN, PRIDE & LE ROY
P. O. BOX 2707
NASHVILLE, TENN. 37219

mail

Grantees will furnish holder evidence of payment of taxes when due.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 110,000.00

Subscribed and sworn to before me, this the 10th day of February 19 81

Affiant

My commission expires 6-2-81 (Affix Seal)

Notary Public

This is improved ( ) unimproved ( ) property, known as 7416 Hallows Drive, Nashville, Tennessee 37221
(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 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 as hereinabove set forth, and taxes for the year 1981, subject to which this conveyance is executed. *We further covenant and bind ourselves, our 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 installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto John A. Gupton, III, *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 $ 88,000.00 *, 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 and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, 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 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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 3rd *day of* February, *19*81.

I. R. Schulman Trustee

I. R. SCHULMAN, TRUSTEE

Patrick J. Riordan

PATRICK J. RIORDAN

Cheryl A. Riordan

CHERYL A. RIORDAN

FEB 10 2 47 PM '81
ELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

IDENTIF. REFERENCE

G 2 8 9 1 4

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Annie D Smith, *a Notary Public in and for said County and State,* I. R. Schulman, Patrick J. Riordan and wife, Cheryl A. Riordan,

the within named 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* 10th *day of* February, *19*81.

Annie D Smith *Notary Public*

Commission expires

NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5709 PAGE 505

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
			110000.00- CO	
			88000.00- MO	
			286.00 CO TX	
			86.00 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK	381.50-
			9279A02/10/81 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G.2.8.9.1.4

IDENTIF. REFERENCE

FEB 10 2 47 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 806194