INSTALLMENT DEED

For and in Consideration of the sum of $42,000.00

Forty Two Thousand and 00/100 ($42,000.00) Dollars,

of which Seven Thousand and 00/100 ($7,000.00) Dollars,

has been paid in cash by James D. Dryden and wife, Deena S. Dryden

the receipt of which is hereby acknowledged, and for the remainder of $35,000.00

Thirty Five Thousand and 00/100 ($35,000.00) Dollars,

the said James D. Dryden and wife, Deena S. Dryden have

Executed an Installment Deed Note of even date herewith in the principal sum of Thirty Five Thousand and 00/100 ($35,000.00) Dollars payable to C. J. Williams and wife, Esbel O. Williams in 180 monthly installments as follows: Beginning on the 1st day of May, 1981, the sum of Three Hundred Thirty Three and 32/100 ($333.32) Dollars and thereafter a like amount on the 1st day of each succeeding month until the 1st day of April, 1996 at which time a final payment in the amount of $29,655.63 will be due and payable. Said monthly payments are to be applied first to payment of interest at the rate of 11% per annum on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum until the entire amount of both principal and interest are paid in full.

all of said notes bearing ~~six~~ eleven per cent interest from date, and providing 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, We, C. J. Williams and wife, Esbel O. Williams

have this day bargained and sold, and do hereby transfer and convey unto the said James D. Dryden and wife, Deena S. Dryden, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 56 on the Map of Gibson Heights, of record in Book 1835, page 133, Register's Office for said County.

Said Lot No. 56 fronts 90 feet on the north side of McGinnis Drive and runs back between lines 178.14 feet on the east line and 186.48 feet on the west line which is a broken line to a dead line in the rear on which it measures 60 feet.

Being the same property conveyed to C. J. Williams and wife, Esbel O. Williams by deed from Golden B. Kimble and wife, Nina Williams Kimble, of record in Book 4201, page 564.

This is unimproved ( ) improved (X) property, known as 2403 McGinnis Dr. Nashville, Tenn
(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 James D. Dryden and wife, Deena S. Dryden, 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 our heirs and representatives, to warrant and forever defend the title to said real estate to said James D. Dryden and wife, Denna S. Dryden, 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 James D. Dryden and wife, Deena S. Dryden

do hereby transfer and convey unto Bobby Hinton, 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 James D. Dryden and wife, Deena S. Dryden 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 $ 35,000.00 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 James D. Dryden and wife, Deena S. Dryden 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; is 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 James D. Dryden and wife, Deena S. Dryden 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 Bobby Hinton, 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, we, the said C. J. Williams and wife, Esbel O. Williams and James D. Dryden and wife, Deena S. Dryden hereunto set our hands at Nashville, Tennessee, this the 27th day of March 19 81

C. J. Williams

Esbel O. Williams

James D. Dryden

Deena S. Dryden

**STATE OF TENNESSEE**
**Davidson County**

Personally appeared before me, Paul G. Blankenship, a Notary Public in and for said County and State, the within named C. J. Williams and wife, Esbel O. Williams and James D. Dryden and wife, Deena S. Dryden

the bargainor S, 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 27th day of March, 19 81

Paul G Blankenship Notary Public.

Commission Expires July 21, 1984.

**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

BOOK 5727 PAGE 231

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)

G 3 5 4 0 5

IDENTIF. REFERENCE

Mar 31 11 46 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

# INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO | MAP-PARCEL NUMBERS |
|---|---|---|
| James D. Dryden et ux (NAME) | James D. Dryden, et ux (NAME) | Map 73-9 |
| 2403 McGinnis Drive (STREET ADDRESS OR ROUTE NUMBER) | 2403 McGinnis Drive (STREET ADDRESS) | Parcel 61 |
| Nashville, Tenn. 37216 (CITY) (STATE) (P O ZIP) | Nashville, Tennessee 37216 (CITY) (STATE) (ZIP) | |

mail → CHECK

0373 154.70

7742

THIS INSTRUMENT WAS PREPARED BY

Paul G. Blankenship
Attorney at Law
3311 Gallatin Road
Nashville, Tennessee 37216

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 42,000.00 Robert W. Coggin
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 27th DAY OF March, 19 81.

Paul G. Blankenship
Notary Public

MY COMMISSION EXPIRES: July 21, 1984

(AFFIX SEAL)

**OFFICIAL RECEIPT**

**FELIX Z. WILSON, II**

**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

BOOK 5727 PAGE 232

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 |
|---|---|---|---|---|
| | | | 42000.00- | CO |
| | | | 35000.00- | MO |
| | | | 109.20 | CO TX |
| | | | 33.00 | MO TX |
| | | | .50 | PRFEE |
| | | | 12.00 | WDECD |
| | | | CHECK | 154.70- |
| 7742A03/31/81 | | | BAL | .00 |

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

G35405

IDENTIF. REFERENCE

MAR 31 11 46 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

**No.** 814338