BOOK 5733 PAGE 780

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM
LARRY D. DRAKE ET UX

TO
STEPHEN A. MAYNARD ET UX

For draftsman's use

WILLIAM G. TRABER, ATTORNEY
107 DONELSON PIKE
NASHVILLE, TENNESSEE 37214

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
STEPHEN A. MAYNARD (NAME)	SAME (NAME)	15-8-157
685 Atlanta Dr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Hermitage, TN. 37076 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 278000 — [signature] Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF April, 1981

[signature] Notary Public

MY COMMISSION EXPIRES: 10-21-84

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of TWO HUNDRED SEVENTY EIGHT THOUSAND AND NO/100 **DOLLARS**

of which $ 13,500.00 **has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees** HAVE EXECUTED ONE NOTE IN THE AMOUNT OF $255,000.00 PAYABLE TO LARRY D. DRAKE AND WIFE, EMILY DRAKE IN 16 YEARS AT AN INTEREST RATE OF 10% PER ANNUM. FOR THE BALANCE HE HAS EXECUTED A NOTE EVIDENCED BY A DEED OF TRUST FROM GRANTEES TO GEORGE PURNELL REALTY. GRANTOR AGREES TO PAY THE PAYMENTS ON A MORTGAGE OF RECORD IN BOOK 5092, PAGE 871, SAID REGISTER'S OFFICE, OUT OF THE PAYMENTS RECEIVED ON THE OBLIGATION SET FORTH HEREIN. IF GRANTEE IS MORE THAN 30 DAYS LATE IN ANY ONE PAYMENT GRANTOR MAY TAKE OVER THE MANAGEMENT UNTIL FORECLOSURE, IF FORECLOSURE IS NECESSARY. THIS INSTALLMENT DEED IS A WRAP AROUND MORTGAGE, INCLUDING AN OBLIGATION OF RECORD IN BOOK 5092, PAGE 871, AND IS NOT IN ADDITION THERETO. THIS OBLIGATION CAN NOT BE ASSUMED WITHOUT WRITTEN PERMISSION OF THE GRANTOR.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

LARRY D. DRAKEAND WIFE, EMILY DRAKE

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto STEPHEN A. MAYNARD AND WIFE, MARY MAYNARD

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT NO. 1: LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 2 ON THE MAP OF SPRINGHEAD SUBDIVISION, AS OF RECORD IN BOOK 57, PAGE 99, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO. 2 FRONTS 25 FEET ON THE WESTERLY SIDE OF EAST HILL STREET AND RUNS BACK BETWEEN PARALLEL LINES 125 FEET, MORE OR LESS TO AN ALLEY.

TRACT NO. 2: LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOTS NOS. 3 AND 4 ON THE MAP OF SPRINGHEAD SUBDIVISION OF RECORD IN BOOK 57, PAGE 99, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOTS ADJOIN AND FRONT TOGETHER 50 FEET ON THE WESTERLY SIDE OF EAST HILL STREET AND RUN BACK BETWEEN PARALLEL LINES, TO THE EASTERLY MARGIN OF AN ALLEY, MEASURING 50 FEET THEREON.

TRACT NO. 3: LAND IN DAVIDSON COUNTY, TENNESSEE, BEING PARTS OF LOTS NOS. 16 AND 17 IN THE SUBDIVISION OF OLD FAIRGROUNDS, THE PLAN OF WHICH IS RECORDED IN BOOK 21, PAGE 116, REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST INTERSECTION OF LEWIS AND NORTH HILL STREET; THENCE WITH THE NORTHERLY MARGIN OF NORTH HILL STREET EASTERLY 170.8 FEET TO AN ALLEY; THENCE WITH THE SAME NORTHERLY 44.6 FEET; THENCE WESTERLY 176.5 FEET TO THE EASTERLY MARGIN OF LEWIS STREET; THENCE WITH THE SAME SOUTHERLY 45 FEET TO THE BEGINNING.

TRACT NO. 4: LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 18 IN TRIMBLE ADDITION AS OF RECORD IN BOOK 21, PAGE 121, REGISTER'S OFFICE FOR SAID COUNTY. *(OVER)

This is unimproved ( ) improved (X) property, known as 1220, 1225, AND 1335 LEWIS NASHVILLE, TENNESSEE
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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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 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 grantees herein do hereby transfer and convey unto W.G. TRABER 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 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 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 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 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 15th day of APRIL 19 81

X Emily Drake — X [illegible] Maynard

X Larry D. Drake — X Mary A. Maynard

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 LARRY D. DRAKE AND WIFE, EMILY DRAKE AND STEPHEN A. MAYNARD AND WIFE, MARY MAYNARD

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 Tennessee, this 15 day of APRIL, 19 81

[illegible] Notary Public.

Commission expires 10-21-84

SAID LOT NO. 18 FRONTS 50 FEET ON THE WESTERLY SIDE OF LEWIS STREET, FORMERLY EAST HILL STREET, AND RUNS BACK BETWEEN PARALLEL LINES 120 FEET TO AN ALLEY, THE NORTHERLY LINE OF SAID LOT NO. 18 BEING THE SOUTHERLY MARGIN OF NORTH HILL STREET.

BEING THE SAME PROPERTY CONVEYED TO LARRY D. DRAKE AND WIFE, EMILY DRAKE BY DEED FROM GREGORY CALLAHAN, AS OF RECORD IN BOOK 5092, PAGE 875, SAID REGISTER'S OFFICE.

G 37702
337.702

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IDENTIF. REFERENCE

APR 16 2 32 PM '81
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

MAIL TO:
W. G. TRABER
P.O. Box 140255
NASHVILLE, TENN. 37214

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

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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
			2780 .00- CO	
			85[illegible] .00- MO	
			72[illegible].60 CO TX	
			253.00 MO TX	
			.50 PRFEE	
			6.00 MDED	
			CHECK	333.30-
			0505A04/16/81 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

3.37.702

T

IDENTIF. REFERENCE

APR 16 2 33 PM

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 817069