Lowe Watkins, Attorney
Watkins, McGugin, McNeilly & Rowan
18th Floor - First American Center
Nashville, Tennessee

Installment Deed

BOOK 5742 PAGE 69

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
ROBERT H. F. ARMISTEAD	Same	104-12-148,149 150&151
(NAME:) 207 Page Rd.	(NAME:)	
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN. 37205	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Two Hundred Ten Thousand ($210,000.00) *Dollars,*

of which Fifty Thousand ($50,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder One Hundred Sixty Thousand ($160,000.00) *Dollars,*

ROBERT H. F. ARMISTEAD, *has executed* his Promissory Note of even date herewith payable to the order of the Grantors P. B. GLEESON and wife ESTHER Y. GLEESON as follows: One installment in the amount of $1,404.80 due on June 1, 1981, and a like amount on the first day of each of the next succeeding fifty-nine (59) months including interest at ten (10%) percent per annum, and a principal installment of One Hundred Fifty-Four Thousand Four Hundred Sixty-Five and 87/100 Dollars ($154,465.87) due five (5) years on the 60th month after the date of said Note, with right to prepay without penalty.

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, we, P. B. GLEESON and wife, ESTHER Y. GLEESON

have this day bargained and sold, and do hereby transfer and convey unto the said ROBERT H. F. ARMISTEAD, his *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lots Nos. 1, 2, 3 and 4 on the Plan of the Resubdivision of Lots 17 and 18, of Geo. W. Blair's Subdivision Belmont Heights, of record in Book 332, page 56, Register's Office for said County, said Resubdivision being of record in Book 2083, page 75, said Register's Office, and described as follows:

Beginning at a point in the easterly margin of 20th Avenue South at the common corners of Lots 1 and a 50 foot lot marked "R. K. Smith & Wife"; thence southerly along the margin of said Avenue 130 feet to a point; thence around a curve in a southeasterly direction 31.5 feet to a concrete Monument in the north margin of Bernard Avenue; thence easterly along said Avenue 169 feet to the southeast corner of Lot 4 at the intersection of an alley; thence northerly along the west margin of said alley 150 feet to the southeast corner of the Smith lot; thence westerly along the south line of the Smith lot and along the rear line of Lot 4, and the north line of Lot 1, 189 feet to the point of beginning.

Being the same property conveyed to P. B. Gleeson and wife, Esther Y. Gleeson, by deed from Floyd A. Elliott and George D. McIntosh, of even date with this instrument, which is to be recorded in Book 3072, page 537, said Register's Office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 210,000.00

Robert H. F. Armistead
Affiant

Subscribed and sworn to before me, this the 30th day of April 1981

My commission expires: 4/5/84 (Affix Seal)

Mary Eaton
Notary Public

Mary B. Armistead, wife of Robert H. F. Armistead, joins in the execution of this instrument for the purpose of conveying any interest she may have in and to the above property.

unimproved ( )
This is improved (X) property, known as 20th Avenue South & Bernard, Nashville, TN
(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 ROBERT H. F. ARMISTEAD *(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 for recorded set back lines and easements and month to month leases.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* ROBERT H. F. ARMISTEAD, his *(successors), heirs and assigns, against the lawful claims of all persons,* with exceptions noted above.

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 ROBERT H. F. ARMISTEAD *hereinafter referred to as trustors, hereby transfer and convey unto* ALAN B. WRIGHT, *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 $ approved by the noteholder. *, 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 6 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 30th *day of* April, *19*81.

P. B. GLEESON

ESTHER Y. GLEESON

ROBERT H. F. ARMISTEAD

Mary B. Armistead

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, M Mary Emery, *a Notary Public in and for said County and State,* P. B. GLEESON and wife, ESTHER Y. GLEESON, and ROBERT H. F. ARMISTEAD and wife, Mary B. Armistead

the within named bargainors, 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* 30th *day of* April, *1981.*

Mary Emery *Notary Public*

Commission expires 4/8/84

4258 05/06 716.50- CHECK

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STATE OF.....
COUNTY OF.....

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

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared.....,*
with whom I am 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.....

PLEASE RETURN TO
CHICAGO TITLE INS. CO.
FIRST AMERICAN CENTER
NASHVILLE, TENN. 37238

INSTALLMENT DEED

FROM

P. B. GLEESON and wife,

ESTHER Y. GLEESON

TO

ROBERT H. F. ARMISTEAD

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

640697

IDENTIF. REFERENCE

MAY 6 1 54 PM '81

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 5742 PAGE 73

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
			210000.00-	CO
			160000.00-	MO
			546.00	CO TX
			156.00	MO TX
			.50	PRFEE
			12.00	WDEED
			CHECK	716.50-
4258A05/06/81			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G40697

IDENTIFICATION

MAY 6 1 54 PM '81

No. 820604