INSTALLMENT DEED

For and in Consideration of the sum of $70,000.00

Seventy Thousand and 00/100 ($70,000.00) Dollars,

of which Thirty Thousand and 00/100 ($30,000.00) Dollars,

has been paid in cash by Judy Eberhart Squires

the receipt of which is hereby acknowledged, and for the remainder of $40,000.00

Forty Thousand and - - - - - - - - -00/100 ($40,000.00) Dollars,

the said Judy Eberhart Squires has

Executed an Installment Deed Note of even date herewith in the principal sum of Forty Thousand and 00/100 ($40,000.00) dollars payable to C. Roy Gwaltney in 240 monthly installments as follows: Beginning on the 1st day of July, 1981 the sum of Four Hundred Twelve and 88/100 ($412.88) Dollars and thereafter a like amount on the 1st day of each succeeding month, the last installment, for the sum of Four Hundred Nine and 13/100 ($409.13) Dollars, being due on the 1st day of June, 2001. Said monthly installments are to be applied to interest at the rate of 11% per annum on the principal remaining due from time to time and the balance of said payments to be applied to principal.

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, I, C. Roy Gwaltney,

have this day bargained and sold, and do hereby transfer and convey unto the said Judy Eberhart Squires, her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being Lot No. 136 on the Plan of Pleasent Acres, Section II, of record in Book 2133, page 75, Register's Office for Davidson County, Tennessee, more particularly described as follows:

BEGINNING with a point in the southeast margin of Chadwell Drive at the common corner of lots 136 and 160; thence with the line between said two lots 218.0 feet in a southeasterly direction to a point being the common corner of lots 160, 136 and 137; thence with the line between lots 136, 137, 192.28 feet in a northeasterly direction to a point in the southwest corner of Barbara Drive; thence along said margin 180.25 feet in a northwesterly direction to a point which is the beginning of a curve; thence arount said curve 33.52 feet to a point in the southeast margin of Chadwell Drive; thence along said margin 166.66 feet to the point of beginning.

BEING the same property conveyed to C. Roy Gwaltney and wife, Beulah N. Gwaltney by deed from Joseph R. Woodson, a widower, of record in Book 4631, page 45, Register's Office for Davidson County, Tennessee.

This conveyance subject to Restrictive covenants of record in Book 2204 page 47, and easements as shown on the Plan of record in Book 2133, page 75, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 817 Barbara Drive, Madison, Tennessee 37115
(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 Judy Eberhart Squires heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind my heirs and representatives, to warrant and forever defend the title to said real estate to said Judy Eberhart Squires her 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 me in hand paid, I, the said Judy Eberhart Squires

do hereby transfer and convey unto Oscar R. Martin, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Judy Eberhart Squires 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 $70,000.00 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.

I 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 I 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 I, the said Judy Eberhart Squires 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 I 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; If I 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. I 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. I 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 Judy Eberhart Squires 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 Oscar R. Martin, 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. Roy Gwaltney and Judy Eberhart Squires hereunto set our hands at Nashville, Tennessee, this the 13 day of MAY 19 81

C. Roy Gwaltney

Judy E. Squires

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. Roy Gwaltney

the 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 1st day of May, 19 81

Commission Expires July 21, 1984

Paul G. Blankenship, Notary Public.

STATE OF Florida
X Orange County.

Personally appeared before me, Eloise A. Kirby, a Notary Public in and for said County and State, the within named Judy Eberhart Squires

the 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 Orlando, Florida this 13th day of May, 1981

Commission Expires NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES MAY 7 1984 BONDED THRU GENERAL INS. UNDERWRITERS

Eloise A. Kirby, Notary Public.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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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 4 2 0 4 6

IDENTIF. REFERENCE

MAY 15 11 46 AM '81

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

RUSH

# INSTALLMENT DEED

FROM
C. ROY GWALTNEY

TO
JUDY EBERHART SQUIRES

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

FOLEY CO. NASHVILLE

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Judy Eberhart Squires (NAME) | Judy Eberhart Squires (NAME) | Map 51-3 |
| 817 Barbara Drive (STREET ADDRESS OR ROUTE NUMBER) | 817 Barbara Drive (STREET ADDRESS) | Parcel 169 |
| Madison, Tenn. 37115 (CITY) (STATE) (P. O. ZIP) | Madison, Tennessee 37115 (CITY) (STATE) (ZIP) | 11D 14000 |

THIS INSTRUMENT WAS PREPARED BY

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

STATE OF TENNESSEE } Florida
COUNTY OF DAVIDSON } Orange

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

$ 70,000.00 X Judy E. Squires
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 13th DAY OF May 1981.

Notary Public
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES COMMISSION EXPIRES NOV 26 1984

INS

6027 05/15 232.50- CHECK

**OFFICIAL RECEIPT**

**FELIX Z. WILSON, II**

**REGISTER OF DAVIDSON COUNTY**

**NASHVILLE, TENNESSEE**

RECEIVED OF _____

FOR _____

BOOK 5745 PAGE 786

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | 70000.00- CO | |
| | | | 40000.00- MO | |
| | | | 185.00 CO TX | |
| | | | 38.00 MO TX | |
| | | | .50 PRFEE | |
| | | | 12.00 WDEED | |
| | | | CHECK 232.50- | |
| | | | 6027A05/15/61 BAL .00 | |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

642046

IDENTIFICATION REFERENCE

MAY 15 11 45 AM '61

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 822306