INSTALLMENT DEED

For and in Consideration of the sum of Sixty-Five Thousand One Hundred Fifty Dollars,

of which Two Thousand Dollars,

has been paid in cash by James R. Arnett and wife, Chantal A. Arnett

the receipt of which is hereby acknowledged, and for the remainder Sixty-Three Thousand One Hundred Fifty Dollars,

the said James R. Arnett and wife, Chantal A. Arnett have executed their two promissory notes payable to the order of James F. Osteen, Jr., and wife, Beth J. Osteen, One note for $8,150.00, bearing interest at the rate of 16.56% per annum, payable at $950.00monthly commencing June 1, 1981 and a second note for $55,000.00 bearing interest at the rate of 12% per annum, payable at $565.74 per month. commencing May 1, 1981. In addition thereto buyers agree to pay to note holder a sum monthly equal to 1/12th of the annual realty taxes and 1/12th of the annual insurance premium.

all of said notes bearing ~~six~~ 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, James F. Osteen, Jr. and wife, Beth J. Osteen

have this day bargained and sold, and do hereby transfer and convey unto the said James R. Arnett and wife, Chantal A. Arnett, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 2 on the Plan of the re-subdivision of Lots 501 and 503 of Charlotte Park First Addition, of record in Book 4885, page 22, said Register's Office.

Beginning at a point in the northerly margin of Wyoming Avenue, said point being the southwest corner of Lot No. 2 and the southeast corner of Lot No. 1 on said Plan; thence with the northerly margin of Wyoming Avenue North 84° 30' east 47.00 feet to a point; thence with a curve to the left having a radius of 25 feet a distance of 39.27 feet to a point in the westerly margin of 46th Avenue North; thence with the westerly margin of 46th Avenue North 5° 30' West 105.00 feet to a point; thence with a curve to the left having a radius of 20 feet, a distance of 31.42 feet to a point in the southerly margin of a 20 foot alley; thence with the southerly margin of said 20 foot alley south 84° 30' west 52.00 feet to a point; thence south 5° 30' east 150.00 feet to the point of beginning. Being the same property conveyed to James F. Osteen and wife, Beth J Osteen, by deed from Michael H. Cannon and John. F. Cannon, of record in Book _______ Page ________, Register's Office for Davidson County,Tenn.

This conveyance is subject to any and all existing restrictions and easements of record.

This conveyance is made subject to existing mortgage lien of record in Book 5394, page 943, Register's Office for Davidson County, Tennessee, not assumed by grantees, which indebtedness grantors agree to pay in accordance with the terms thereof and the Vendors Lien herein created is subordinated thereto and the mortgage lien referred to is embraced within and encompassed by the Vendors Lien herein created, and should grantors fail to pay said lien as agreed, grantees may pay same and deduct any sums paid from amount due on Vendors Lien.

All sums of money held in escrow, and including the prepaid insurance coverage now in force is herewith transferred to buyers.

This is unimproved ( ) improved (X) property, known as 203 (House Number) 46th Avenue No. (Street) Nashville, Tn.37209 (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 R. Arnett and Chantal A. Arnett, 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. except as set forth above.

We further covenant and bind ourselves and our heirs and representatives, to warrant and forever defend the title to said real estate to said James R. Arnett and Chantal A. Arnett, 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 R. Arnett and Chantal A Arnett

do hereby transfer and convey unto E. A. Carney, 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 R. Arnett and Chantal A Arnett

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 $ Ins. Int. 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 R. Arnett and Chantal A. Arnett 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; 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 R. Arnett and Chantal Arnett 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 E. A. Carney, 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 James F. Osteen, Jr. Beth J. Osteen and James R. Arnett and Chantal A. Arnett hereunto set our hands at Nashville, Tennessee, this the day of April 1981

James F. Osteen, Jr.

Beth J. Osteen

James R. Arnett

Chantal A. Arnett

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named James F. Osteen, Jr., Beth J. Osteen, James R. Arnett and Chantal A. Arnett

the 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 29th day of April, 19 81

Commission Expires July 14-84

Notary Public

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 5763 PAGE 151

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)

INSTALLMENT DEED

FROM James F. Osteen, Jr. et ux

TO James R. Arnett et ux

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

G 4 8 4 3 2

IDENTIF. REFERENCE

JUN 29 11 22 AM '81

FELIX Z. [illegible] REGISTER,
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James R. Arnett et ux (NAME)	Mercantile Mortgage Co. (NAME)	103-4
300 Berkley Hills Apt. T-1 (STREET ADDRESS OR ROUTE NUMBER)	P O Box 14569 (STREET ADDRESS)	438
Madison, Tenn. 37115 (CITY) (STATE) (P. O. ZIP)	St. Louis, Mo. (CITY) (STATE) (ZIP)	25W 2833

THIS INSTRUMENT WAS PREPARED BY

James A. Carney, Attorney
529 Stahlman Building
Nashville, Tenn. 37201

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 65,150.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28th DAY OF April 19 81

Notary Public

MY COMMISSION EXPIRES: July 14 1984

STATE OF TENNESSEE NOTARY PUBLIC

3854

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5763 PAGE 152

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
			65150.00- CO	
			65150.00- MO	
			169.26 CO TX	
			61.10 MO TX	
			.50 PRFEE	
			12.00 TDEED	
	VD		12.00- TDEED	
			12.00 MDEED	
			CHECK	242.86-
				.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 4 8 4 3 2

IDENTIF. REFERENCE

JUN 29 11 22 AM '01

No. 829902