This instrument prepared by:
Waller Lansden Dortch & Davis
2100 One Commerce Place
Nashville, TN 37239

Installment Deed

BOOK 5764 PAGE 134

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Dennis J. Meaker, et ux ~~Jeanne E. Rybolt~~ (NAME)	Dennis J. Meaker, et ux ~~Jeanne E. Rybolt~~ (NAME)	
820 Kendall Drive (STREET ADDRESS OR ROUTE NUMBER)	820 Kendall Drive (STREET ADDRESS)	103-09
Nashville TN (CITY) (P. O. ZONE) (STATE)	Nashville TN (CITY) (ZONE) (STATE)	82

FOR AND IN CONSIDERATION of the sum of Seventy-seven thousand, five hundred dollars and 00/100 ($77,500.00) *Dollars,*

of which Fifteen hundred dollars and 00/100 ($1,500.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Seventy-six thousand dollars and 00/100 ($76,000.00) *Dollars,*

Dennis J. Meaker, et ux Jeanne E. Rybolt have assumed the indebtedness of approximately $57,200.00 secured by a certain deed of trust recorded in Book 5651, page 325 of the Davidson County's Register's Office, agreeing thereby to hold Arthur Driscoll and Marynell F. Driscoll harmless from liability thereon, and have executed:

1. A promissory note in the amount of Thirty-five hundred dollars and 00/100 ($3,500.00), payable October 1, 1981, with accrued interest at the rate of 13.00% per annum on the outstanding principal balance; and

2. A promissory note in the amount of Fifteen thousand three hundred dollars and 00/100 ($15,300.00), payable on June 30, 1986, with interest payable monthly beginning on August 1, 1981, at the rate of 13.00% per annum on the outstanding principal balance,

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, Arthur Driscoll, Jr., et ux Marynell F. Driscoll

have this day bargained and sold, and do hereby transfer and convey unto the said Dennis J. Meaker, et ux Jeanne E. Rybolt, their

(successors) heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 74 on the Plan of Hillwood Estates, Section 6, as of record in book 2133, page 96, Register's Office for said County.
Said Lot No. 74 fronts 110 feet on the southeasterly side of Kendall Drive and extends back 200 feet on the northeasterly line and 185.5 feet on the southwesterly line to a dead line, measuring 113.4 feet thereon.
Being the same real property conveyed to Arthur Driscoll, Jr., et ux Marynell F. Driscoll by deed from Karl F. Stark, et ux Peggy F. Stark, of record in book 3912, page 611, said Register's Office.

This conveyance is made subject to utility easement along the northeasterly line and rear line of premises, 50-foot building setback line, and conditions of owners certificate, as shown on plan of record in book 2133, page 96, Register's Office for Davidson County, Tennessee; and to restrictive covenants of record in book 2396, page 404, said Register's Office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 77,500.00

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

Dennis J. Meaker & Jeanne E. Rybolt

My commission expires: 11-24-84

(Affix Seal)

Notary Public

BOOK 5764 PAGE 135

unimproved ( )
This is improved (XX) property, known as 820 Kendall Drive (House Number) (Street) Nashville, TN 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 Dennis J. Meaker, et ux Jeanne E. Rybolt, their ~~XXXXXXXXXX~~ *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 aforesaid and except for 1981 taxes.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Dennis J. Meaker, et ux Jeanne E. Rybolt, their (~~XXXXXX~~), *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 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 Dennis J. Meaker, et ux Jeanne E. Rybolt *hereinafter referred to as trustors, hereby transfer and convey unto* Robert York, *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 $ 77,500.00, *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.* First Tennessee Bank, N.A., the holder of the aforesaid first mortgage, with any excess payable to

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

penses 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.

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, as of *the* 30th *day of* June, *19*81.

Marynell F. Driscoll

Arthur Dysell Jr.

Dennis J. Maher

Jeanne Pfeifer

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Teresa Newsom, *a Notary Public in and for said County and State,* Marynell F. Driscoll

the within named 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 Nashville, Davidson County, *Tennessee, this* 24th *day of* June, *19*81.

Teresa Newsom *Notary Public*

NOTARY PUBLIC DAVIDSON COUNTY TENNESSEE

Commission expires 4-11-82

STATE OF Tennessee }
COUNTY OF Davidson }

Personally appeared before me, [illegible], *a Notary Public in and for said County and State,* Arthur Driscoll, Jr.

the within named 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, Davidson County, Tennessee
this 30th *day of* June, *19* 81

[illegible]
Notary Public

Commission expires 4-11-82

4870 9

IDENTIF. REFERENCE
JUN 30 3 15 PM 81

RUSH

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 .....

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, [illegible], a Notary Public within and for the state and county aforesaid, personally appeared Dennis J. Meaker and Jeanne E. Rybolt, the within named bargainors, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

Witness my hand and official seal at office at Nashville, Davidson County, Tennessee, this the 30th day of June, 1981.

[illegible]
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

INSTALLMENT DEED

FROM
Arthur Driscoll, Jr. and
Marynell F. Driscoll

TO
Dennis J. Meaker and
Jeanne E. Rybolt

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

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR BOOK 5784 PAGE 138

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
			77500.00- CO	
			18600.00- MO	
			201.50 CO TX	
			16.80 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 230.80-	
			4206A06/30/81 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 4 8 7 0 9

IDENTIF. REFERENCE

JUN 30 3 15 PM '81

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

No. 830211