This Instrument Was Prepared By
Dewey W. Pedigo
Of The Law Firm Pedigo & Saindon
Stahlman Building: Nashville, Tennessee

Installment Deed

BOOK 5765 PAGE 648

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Steve Warren (NAME)	Same (NAME)	52-5
1004 Peter Pan St. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	110
Madison Tn. 37115 (CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	110-69400

FOR AND IN CONSIDERATION of the sum of FORTY-EIGHT THOUSAND AND NO/100 ($48,000.00) *Dollars, of which* TWENTY THOUSAND AND NO/100 ($20,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* TWENTY-EIGHT THOUSAND AND NO/100 ($28,000.00) *Dollars,* Steve Warren and wife, Beverly Lyn Warren *have executed* an installment deed note in the principal amount of $28,000.00 payable to the order of Charlie W. Schmittou and wife, Mauvelene Schmittou. Said note being payable in 120 equal monthly payments of $370.03 each, with the first payment being due and payable August 1, 1981 and thereafter on the same day of each succeeding month, alike amount is due and payable until the entire amount, both principal and interest have been paid in full. Said note bears interest at the rate of 10% per annum and interest is included in said payments.

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, Charlie W. Schmittou and wife, Mauvelene Schmittou *have this day bargained and sold, and do hereby transfer and convey unto the said* Steve Warren and wife, Beverly Lyn Warren, their *the Grantees herein, their successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in the 11th Civil District of Davidson County, Tennessee, and being the easterly part of the northerly part of Lot No. 15 and the northerly part of Lot No. 16 on the Map of Montague Subdivision, as of record in Book 421, page 129, Register's Office for said County, and described together according to a survey made by M. H. Ragan, Surveyor, December 27, 1955, as follows:

Beginning at a point on the dividing line between Lots 16 and 17, which is north 34-3/4 deg. east 450 feet from the centerline of East Palestine Boulevard; thence with the line between said lots, north 35 deg. 45' east 650 feet to the center of Gibson Creek; thence with the centerline of said Creek as follows: North 69 deg. west 258 feet south 61 deg. west 114 feet, north 56 deg. 30' west 128 feet, north 76 deg. 30' west 215 feet to a point; being a corner of Lot 15 and the northeast corner of the property conveyed to Sam Garfinkle, Trustee by deed from Nashville Trust Company of record in Book 876, page 126, said Register's Office; thence with the line of Lot 15 along Garfinkle's line south 35 deg. 45' west 396 feet to a point, which point is north 35 deg. 45' east 450 feet from the centerline of East Palestine Boulevard; thence parallel to the centerline of said Boulevard, south 54 deg. 30' east 625 feet to the point of beginning, containing 7.5 acres, more or less, together with an easement across a 50-foot strip of ground running from the land in question to East Palestine Boulevard and subject to an easement running across the land in question granted to Thomas E. Schmittou, both being of record in Book 2489, page 445, Register's Office for said County.

Being the same property conveyed to Charlie W. Schmittou and wife, Mauvelene Schmittou by deed from C.R. Schmittou and wife, Naomi J. Schmittou and Thomas E. Schmittou and wife, Mary Ruth Schmittou of record in Book 2636, page 219, Register's Office for Davidson County, Tennessee.

4813 07/31 160.50 CHECK

The above described property is conveyed subject to an easement for sanitary sewers and/or storm drainage as of record in Book 5561, page 120 and an easement for ingress and egress of record in Book 2489, page 445, Register's Office for Davidson County, Tennessee.

It is agreed by all parties hereto that the above described indebtedness cannot be assumed and if property is sold the balance of indebtedness shall become immediately due and payable.

It is further agreed between the parties that the buyer agrees to furnish proof of payment of taxes on said property on or before March 1 on the year following when said taxes are due.

The above described property is also conveyed subject to an easement for sanitary sewer and/or storm drainage as of record in Book 3374, page 336, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 48,000.00

Subscribed and sworn to before me, this the 3 day of July 1981

Affiant

My commission expires: 10-17-82 (Affix Seal)

Notary Public

unimproved ( )
This is improved ( ) property, known as..... (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 Grantees their (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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, their (successors), 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 installaments thereof, as they mature, as hereinafter provided. and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto Dewey...Pedigo,Jr., 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 $....., 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 and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, 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 to [illegible] 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.

BOOK 5765 PAGE 650

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 3. day of July, 1981

6.4.9205

IDENTIF. REFERENCE

Jul 6 8 57 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

RECD

Charlie W Schmittou

Mauvelene Schmittou

Steve Warren

Beverly Lyn Warren

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Dewey W. Pedigo, a Notary Public in and for said County and State, Charlie W. Schmittou and wife, Mauvelene Schmittou and Steve Warren and wife, Beverly Lyn Warren

the within named 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, this 3 day of July, 1981.

10-17-82

Dewey W. Pedigo
Notary Public

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5765 PAGE 651

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
			[illegible].00- CO	
			[illegible].00- MO	
			124.80 CO TX	
			26.00 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 160.30-	
			4813A07/08/01 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 4.9 2 0 5

IDENTIF. REFERENCE

JUL 6 8 57 AM '8

FELIX Z. WILSON II REGIST
DAVIDSON COUNTY, TENN

No. 830788