BOOK 5771 PAGE 428

CORRECTED

Installment Deed

BOOK 5732 PAGE 628

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Arthur C. Earls, Jr.	Same	7DZ-28074
(NAME:) Belle Meade Towers, #65	(NAME:)	116-13C-65
105 Leake Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37205 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of --One Hundred Twenty-five Thousand and 00/100 (125,000.00)---------- *Dollars, of which* --Thirty-one Thousand Two Hundred Fifty and 00/100 (31,250.00)------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* of Ninety-three Thousand Seven Hundred Fifty and 00/100 (93,750.00)---------- *Dollars,* Arthur C. Earls, Jr. *ha executed* a promissory note of even date herewith payable in five equal annual installments of $18,750.00 each, together with interest at the rate of 12 per cent per annum on the unpaid balance, likewise payable annually, with the first of said annual payments being due on April 10, 1982, and annually thereafter for the next succeeding four years on said date;

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, H. CRAIGE DeMOSS, THOMAS MALONE DeMOSS, EDWIN FRENCH DeMOSS, and ELIZABETH DeMOSS STANDLEY (incorrectly referred to in the will of Elizabeth McFarland DeMoss as "Elizabeth DeMoss Stanley"), *have this day bargained and sold, and do hereby transfer and convey unto the said* ARTHUR C. EARLS, JR., his *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being Apartment No. 65 in Belle Meade Tower, a horizontal property regime located at 105 Leake Avenue in Nashville, Davidson County, Tennessee, as shown on the plat of Belle Meade Tower, recorded in Book 4175, Page 159, Register's Office for said County; and described in a Master Deed, recorded in Book 4469, Page 530, said Register's Office, to which reference is hereby made.

Being property devised to H. Craige DeMoss, Thomas Malone DeMoss, Edwin French DeMoss, and Elizabeth DeMoss Stanley, as devisees under the will of Elizabeth McFarland DeMoss, deceased, of record in Will Book _____, Page ____, Probate Court, Davidson County, Tennessee.

Said property is conveyed subject to terms and conditions set out in Master Deed, recorded in Book 4469, Page 530, Book 4469, Page 549, and corrected in Book 4494, Page 489, Book 4631, Pages 407 and 410, and further amended in Book 4851, Page 950, said Register's Office; also subject to lien for prorated expenses of administration assessments, etc., set out in Book 4469, Page 530, said Register's Office; and subject to easements of record in Book 1207, Page 547, Book 3183, Page 301, Book 3893, Page 983, and Book 4355, Page 696, said Register's Office.

Taxes for 1981 to be pro rated and assumed by Grantee.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $125,000.00

Subscribed and sworn to before me, this the 9th day of April 19 81

James C. Hofstetter
Affiant

My commission expires: 10-18-81
(Affix Seal)

Eugenia Miller
Notary Public

This is improved (X) unimproved ( ) property, known as #65, Belle Meade Towers, Nashville, TN 37205 (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 Arthur C. Earls, Jr., his *(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* Arthur C. Earls, Jr., his *(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 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 Arthur C. Earls, Jr. and wife, Betty R. Earls, *hereinafter referred to as trustors, hereby transfer and convey unto* O. B. Hofstetter, 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 $ insurable value *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.*

BOOK 5721 PAGE 429

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.

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.

BOOK 5732 PAGE 629

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 Registers 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.

Witness our hands this 9th *day of* March, 1981, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

H. Craige DeMoss

Edwin French DeMoss

Thomas Malone DeMoss

Elizabeth DeMoss Standley

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Betty R. Earls

Arthur C. Earls, Jr.

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* H. Craige DeMoss, Thomas Malone DeMoss, Edwin French DeMoss, Arthur C. Earls, Jr.,

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* 9th *day of* April, *19*81.

Notary Public

Commission expires October 18, 1981

STATE OF ~~TENNESSEE~~ TEXAS }
COUNTY OF ~~DAVIDSON~~ MILLS }

Before me, the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* Elizabeth DeMoss Standley, *with whom I am personally acquainted, and who, upon oath, acknowledged* that she *executed the foregoing instrument for the purpose therein contained,*

Witness my hand and seal, at office in Goldthwaite, Texas, *this* 9th *day of* March, *19*81.

Notary Public

Commission expires 12-14-84

INSTALLMENT DEED

FROM

H. CRAIGE DeMOSS, ET AL

TO

ARTHUR C. EARLS, JR.

THIS INSTRUMENT PREPARED BY:
HOFSTETTER & HOFSTETTER, ATTYS.
Home Federal Tower, 5th Floor
230 Fourth Avenue North
Nashville, TN 37219

G 37326

IDENTIF. REFERENCE

APR 14 2 12 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37208

CHECK 04/70 423.20 911

re-record
BOOK 5771 PAGE 430

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Betty R. Earls, the within named bargainor, with whom I am personally acquainted, and who acknoeldged that she executed the within strument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 29th day of June, 1981.

Ella C Blakeslee
Notary Public

My commission expires:

4-18-82



Rerecord
G 5.1.1 2-5

IDENTIF. REFERENCE

Jul 17 8 52 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.