Prepared By: KING, BALLOW & LITTLE
First American Center
Nashville, Tennessee 37238

1516 08/10 12.00- CHECK

# CORRECTED Installment Deed

BOOK 5780 PAGE 710

| ADDRESS NEW OWNER(S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP PARCEL NUMBERS |
|---|---|---|
| William H. Council<br>Jeffrey L. Council | Same | 92-3-246 |
| (NAME) | (NAME) | |
| 1801 Jefferson St. | | 3W-10285 |
| (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | |
| Nashville, TN 37218 | | |
| (CITY) (STATE) (ZIP) | (CITY) (STATE) (ZIP) | |

*FOR AND IN CONSIDERATION of the sum of* Sixty-Five Thousand and 0/100 ---------- ($65,000.00) ---------- *Dollars, of which* Fifteen Thousand and 0/100 ---------- ($15,000.00) ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Fifty Thousand and 0/100 ($50,000.00) ---------- *Dollars,* William H. Council and son, Jeffrey L. Council *have executed* one note dated June 2, 1981, in the principal amount of $50,000.00, with interest on the unpaid balance from date at the rate of 15% per annum, payable in monthly installments as follows: On the 1st day of July, 1981, the sum of $897.28, and thereafter a like sum of $897.28 on the first day of each and every month until said indebtedness is paid in full. Said monthly installments of $897.28 each include the payment of principal and interest at the rate of 15% per annum on the unpaid 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,* Oliver O. Bullard and Valeria Estella Bullard *have this day bargained and sold, and do hereby transfer and convey unto the said.* William H. Council and son, Jeffrey L. Council their *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

TRACT NO. I:

Being part of Lot No. 3 in the subdivision of Lot No. 5 of the Harding Lytle tract, a plan of which is found of record in the office of the Register for said County in Book 57, on page 28.

Said part of said Lot No. 3 is Northerly one-half of said lot, and fronts thirty feet (30 feet), on the Westerly side of 18th Ave., North, and runs back on the Northerly side (150), one hundred and fifty feet to an alley, and on the South line 154.4 feet, more or less, and measures 29.7 feet on said alley line.

Being part of the same property conveyed to Oliver O. Bullard by deeds of record in Book 5434, page 237, and Book 5544, page 662, Register's Office for Davidson County, Tennessee.

TRACT NO. II:

Being the southerly one-half (1/2) of Lot No. 3 on the Plan of T. J. Harding's Subdivision of Lot No. 5 of the Harding-Lytle Tract, as of record in Book 57, page 28, Register's Office for Davidson County, Tennessee, and to which plat reference is made for further details of description and location. Said part of Lot No. 3 fronts 30 feet on the Westerly side of 18th Avenue, North, formerly Salem Street, and runs back 154.4 feet, more or less, on the northerly line, and 158.8 feet on the southerly line to an alley, measuring 29.7 feet thereon. Being the same property conveyed by Julia Jenkins Woods to Etta Delphia Doddy, now Etta Delphia Doddy Smith, by deed, which appears of record in the Register's Office of said county in Deed Book No. 1160, page 559.

Being the same property conveyed to Estella Bullard by deed from Frank O. Roberts and wife, of record in Book 2028, page 154, Register's Office for Davidson County, Tennessee, the said Estella Bullard having since died and being survived by Oliver O. Bullard and Valeria Estella Bullard, her only heirs-at-law.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 65,000.00

Subscribed and sworn to before me, this the _____ day of _____, 19 81

_____
Affiant

My commission expires: _____
(Affix Seal)

_____
Notary Public

unimproved ( )
This is improved (X) property, known as 1037-1039 18th Avenue, N., Nashville, Tennessee
(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* Frank S. King, 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 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 10 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, on this the* 10th *day of* July, *19* 81

Oliver O. Bullard
OLIVER O. BULLARD

Valeria Estella Bullard
VALERIA ESTELLA BULLARD

William H. Council
WILLIAM H. COUNCIL

Jeffrey L. Council
JEFFREY L. COUNCIL

STATE OF NEW YORK )
COUNTY OF _____ )

XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

*Personally appeared before me,* _____, *a Notary Public in and for said County and State,* Valeria Estella Bullard

*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* New York XXXXXX, *this* 16th *day of* July, *19* 81.

Martha Chatterjee
*Notary Public*

*Commission expires*

MARTHA CHATTERJEE
Notary Public, State of New York
No. 24-4659103
Qualified in Kings County
Commission Expires March 30, 1983

STATE OF OHIO }
COUNTY OF Montgomery }

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*Personally appeared before me,* Glenna M. Ross, *a Notary Public in and for said County and State,* Oliver O. Bullard

*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* Dayton, Montgomery Cty. Ohio *this* 10th *day of* July, *19*81.

GLENNA M. ROSS, Notary Public
In and for the State of Ohio
My Commission Expires May 22, 1986

Glenna M. Ross *Notary Public*

*Commission expires*

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*.....

RUSH

AUG 10 3 45 PM '81
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

IDENTIF. REFERENCE

G 5.4 6 0 9

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

Personally appeared before me, Connie J. Page, a Notary Public in and for said county and state, William H. Council and Jeffrey L. Council, 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 10th day of August, 1981.

Connie J. Page
NOTARY PUBLIC

My Commission expires: 7/21/84

**INSTALLMENT DEED**

FROM
Oliver O. Bullard &
Valeria Estella Bullard

TO
William H. Council &
Jeffrey L. Council

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

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627