6639 09/03 273.50- CHECK

BOOK 5791 PAGE 254

INSTALLMENT DEED

For and in Consideration of the sum of Eighty Thousand and No/100 ($80,000.00) Dollars, of which Twenty-Five Thousand and No/100 ($25,000.00) Dollars, has been paid in cash by FRED W. BLUESTONE and wife, PATRICIA W. BLUESTONE the receipt of which is hereby acknowledged, and for the remainder Fifty-Five Thousand and No/100 ($55,000.00) Dollars, the said FRED W. BLUESTONE and wife, PATRICIA W. BLUESTONE have

executed an installment note in the principal sum of $55,000.00 with interest at the rate of 12% per annum, payable to the Estate of Annie Bond Short Frierson; interest only to be paid in equal monthly installments of $550.00 for 36 months with the entire principal being due and payable on September 3, 1984

all of said notes bearing twelve (12%) 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, Cornelia Claire Stifler, Executrix of the Estate of Annie Bond Short Frierson have this day bargained and sold, and do hereby transfer and convey unto the said FRED W. BLUESTONE and wife, PATRICIA W. BLUESTONE, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being Lots 967 and 968 as shown on the Plan of West Meade Farms, Inc., Section XVI, of record in Book 2663, Page 56, Register's Office for said County, and more particularly described as follows:

TRACT I - Lot 967
Said lot fronts 147.3 feet on the westerly side of Jocelyn Hollow Road and runs back 400.7 feet on the northerly side, and 438.0 feet on the southerly line, to a line in the rear, which is a broken line, measuring 196.5 feet thereon.

TRACT II - Lot 968
Said lot fronts 150.0 feet on the westerly side of Jocelyn Hollow Road, and runs back 438.0 feet on the northerly side, and 438.0 feet on the southerly side, to a line in the rear on which it measures 149.8 feet thereon.

BEING the same property conveyed to Annie B. Frierson by deed from First American National Bank of Nashville, as of record in Book 5687, Page 3, Register's Office for Davidson County, Tennessee.

(Property description continued on back page)

This is unimproved ( ) improved (X) property, known as 6636 Jocelyn Hollow Road, Nashville, TN 37205
(House Number) (Street) 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 FRED W. BLUESTONE and wife, PATRICIA W. BLUESTONE, their heirs and assigns forever. I covenant that I am 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 for 1981 property taxes which are prorated as of closing and herein assumed by Buyer. I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said FRED W. BLUESTONE and wife, PATRICIA W. BLUESTONE, 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 FRED W. BLUESTONE and wife, PATRICIA W. BLUESTONE

do hereby transfer and convey unto Thomas W. Schlater, 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 FRED W. BLUESTONE and wife, PATRICIA W. BLUESTONE 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 $ insurable amount 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 FRED W. BLUESTONE and wife, PATRICIA W. BLUESTONE 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; we 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 Fred W. Bluestone and wife, Patricia W. Bluestone, their 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 Thomas W. Schlater, 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 FRED W. BLUESTONE and wife, PATRICIA W. BLUESTONE and Cornelia Claire Stifler, Executrix of the Estate of Annie Bond Short Frierson hereunto set our hands at Nashville, Tennessee, this the 3rd day of September, 19 81

Fred W. Bluestone
Fred W. Bluestone

Patricia W. Bluestone
Patricia W. Bluestone

Cornelia Claire Stifler, Executrix
Cornelia Claire Stifler, Executrix of the Estate of Annie Bond Short Frierson

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STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named FRED W. BLUESTONE and wife, PATRICIA W. BLUESTONE

the 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 3rd day of September, 19 81

Commission Expires July 18, 1982

Delda R. Johnson, Notary Public.

STATE OF TENNESSEE
DAVIDSON County.

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Cornelia Claire Stifler, Executrix of the Estate of Annie Bond Short Frierson

the 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, Tennessee this 3rd day of September, 19 81.

Commission Expires July 18, 1982

Delda R. Johnson, Notary Public.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5791 PAGE 257

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)

(Property description continued)

The said Annie B. Frierson having since died and by will of record in Will Book , Page , Probate Court for Davidson County, Tennessee, Cornelia Claire Stifler having been named as Executrix of the Estate of Annie Bond Short Frierson, with full power and authority to convey this property, the said Annie B. Frierson having contracted to sell this real estate prior to her death.

The said Annie B. Frierson and Annie Bond Short Frierson being one and the same person.

INSTALLMENT DEED

FROM
FRED W. BLUESTONE and wife,

TO
PATRICIA W. BLUESTONE

THOMAS W. SCHLATER, TRUSTEE

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

G 58629

IDENTIF. REFERENCE

SEP 3 3 40 PM '81

FEE $ ZION EL REGISTER
DAVIDSON COUNTY, TENN.

TOILET CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
FRED W. BLUESTONE, ET UX (NAME)	SAME (NAME)	129-1-1
6636 Jocelyn Hollow Rd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	129-5-3
Nashville, Tennessee 37205 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	8DZ-71606 8DZ-71610

THIS INSTRUMENT WAS PREPARED BY

Thomas W. Schlater
24th Floor, L & C Tower
Nashville, TN 37219

mail

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 80,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 3rd DAY OF September, 19 81.

Notary Public

MY COMMISSION EXPIRES: July 18, 1982

(AFFIX SEAL)

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

RECEIVED OF _____ BOOK 5791 PAGE 258

FOR _____

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
			80000.00- CO	
			55000.00- MO	
			208.00 CO TX	
			53.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 273.50-	
			6439A09/03/81 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

658629

IDENTIF. REFERENCE

SEP 3 3 40 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 841999