THIS INSTRUMENT PREPARED BY: WILKINS, ADAMS & SPICER, ATTYS.
1100 Fidelity Federal Building
401 Union Street
Nashville, Tennessee 37219

BOOK 5802 PAGE 690

INSTALLMENT DEED

For and in Consideration of the sum of TWENTY-NINE THOUSAND, SEVEN HUNDRED FIFTY & NO/100 ----------($29,750.00)---------- Dollars, of which FIVE THOUSAND & NO/100 ----------($5,000.00)---------- Dollars, has been paid in cash by ROYAL DEERE and CARL E. NICHOLS the receipt of which is hereby acknowledged, and for the remainder TWENTY-FOUR THOUSAND, SEVEN HUNDRED FIFTY & NO/100 ----------($24,750.00)---------- Dollars, the said ROYAL DEERE and CARL E. NICHOLS have executed their Promissory Note payable to R. H. Miller and wife, Robbie Corlew Miller, payable in 180 monthly installments of $297.04, beginning November 1, 1981,

said notes bearing 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 and any extensions, renewals or modifications thereof on the land herein conveyed, R. H. MILLER and wife, ROBBIE CORLEW MILLER,

have this day bargained and sold, and do hereby transfer and convey unto the said ROYAL DEERE and CARL E. NICHOLS, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being Lot No. 15 on the plan of Petways Subdivision of Lot No. 7 of Hobsons Subdivision, of record in Book 2, page 42, Chancery Court for said County.

SAID Lot No. 15 fronts 50 feet on the northerly margin of Petway Avenue and extends back between parallel lines, 247 feet, more or less, to an alley.

BEING the same property conveyed to C. W. Foster and R. H. Miller by deed from Christina Irwin Dobbs of record in Book 3677, page 186, said Register's Office. The said C. W. Foster and R. H. Miller executed a quitclaim deed placing record title in R. H. Miller and wife, Robbie Corlew Miller, of record in Book 4561, page 34, said Register's Office.

IT is understood and agreed that Grantors herein shall pay all property taxes when due and shall furnish to the Holder of the Note herein secured proof of such payment at least one month prior to such time as said property taxes, if unpaid, would become delinquent.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees, their 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 Grantees, 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 ROYAL DEERE and CARL E. NICHOLS

do hereby transfer and convey unto WILKINS, ADAMS & SPICER, ATTORNEYS, 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 ROYAL DEERE and CARL E. NICHOLS

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 $ 24,950.00 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 Grantees 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 the Grantees 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 WILKINS, ADAMS & SPICER, ATTORNEYS, 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 R. H. MILLER and wife, ROBBIE CORLEW MILLER, and ROYAL DEERE and CARL E. NICHOLS, hereunto set our hands at Nashville, Tennessee, this the 1st day of October, 1981

Royal Deere
ROYAL DEERE

Carl E. Nichols
CARL E. NICHOLS

R. H. Miller
R. H. MILLER

Robbie Corlew Miller
ROBBIE CORLEW MILLER

**STATE OF TENNESSEE**
**Davidson County**

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named ROYAL DEERE, CARL E. NICHOLS, R. H. MILLER and ROBBIE CORLEW MILLER,

the 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 1st day of October, 1981

Commission Expires 7-17-83

Notary Public.

**STATE OF** _____

**_____ County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor____, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____.

My commission expires _____

_____
Notary Public

G62435

IDENTIFICATION REFERENCE

OCT 2 12 52 PM '81

REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $29,750.00.

_____
Affiant

Subscribed and sworn to before me, this the 1st day of October, 1981.

_____
Notary Public

My Commission Expires:

_____

# INSTALLMENT DEED

FROM

R. H. MILLER and wife,

TO

ROBBIE CORLEW MILLER

ROYAL DEERE and

CARL E. NICHOLS

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

RETURN TO:
(iw)
WILKINS, ADAMS & SPICER, ATTYS.
1100 Fidelity Federal Building
401 Union Street
Nashville, Tennessee 37219

TITLE CO., NASHVILLE

ADDRESS NEW OWNER AS FOLLOWS:

ROYAL DEERE & CARL E. NICHOLS
3507 Woodmont Lane
Nashville, Tennessee 37215

SEND TAX BILLS TO:

-----SAME--------

MAP-PARCEL NUMBERS

27W-19780
83-1-241

**OFFICIAL RECEIPT**

**FELIX Z. WILSON, II**

**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

RECEIVED OF BOOK 5802 PAGE 694

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 |
|---|---|---|---|---|
| | | | 29750.00- | CO |
| | | | 24750.00- | MO |
| | | | 77.22 | CO TX |
| | | | 2[illegible].70 | MO TX |
| | | | .50 | PRFEE |
| | | | 12.00 | WDEED |
| | | | CHECK | 112.42- |
| 1113A10/02/81 | | | BAL | .00 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G624 2435

IDENTIFICATION REFERENCE

Oct 2 12 52 PM '81

REGISTER
DAVIDSON COUNTY, TENN.

No. 846493