4236 10/21 110.30-. CHECK

INSTALLMENT DEED BOOK 5809 PAGE 540

FOR AND IN CONSIDERATION of the sum of Twenty-seven thousand nine hundred eighty-eight & 94 Dollars ($ 27,988.94), of which One Thousand and no 100 hundredths Dollars ($ 1,000.00), has been paid in cash by the hereinafter named Grantees, the receipt of which by the hereinafter named Grantor, is hereby acknowledged; and for the remaining balance of Twenty-six thousand nine hundred eighty-eight and 94/100 Dollars ($ 26,988.94), the said hereinafter named Grantees have executed promissory note of even date herewith payable to the order of the hereinafter named Grantor in consecutive installments as set out in said notes; for $23,861.86 and $3,127.08 respectively with final payment due December 1, 2011. Said notes provide for interest after maturity and provides for payment of attorney's fees, and to secure the payment of said note, principal and interest, attorney fees, and all obligations of Grantees hereinafter provided for, a lien is expressly retained on the land herein conveyed, PUTMAN PROPERTIES, INC. , hereinafter called Grantor, has this day bargained and sold, and does hereby transfer and convey unto JEFFREY NEAL WEST and wife, KATHY SUE WEST , hereinafter called Grantees, their heirs and assigns, certain real estate described as follows:

Lot No. 44 on the Map of an addition to and a Revision of Lots Nos. 93-97, both inclusive of the H.G. McNabb Subdivision of record in Book 1130, Page 79, Register's Office, Davidson County, Tennessee. SAID Lot No. 44 fronts 75 feet on the West side of Harlin Drive and runs back between lines 164 on the North line and 162.7 feet on the South line to a dead line on which it measures 75.01 feet.

BEING the same property conveyed to PUTMAN PROPERTIES, INC., by deed from JAMES R. TUCKER and wife, RAMONA G. TUCKER, of record in Book 5807, Page 544, Register's Office, Davidson County, Tennessee.

GRANTORS hereby assign, set over, transfer and convey unto the GRANTEE, all their right, title and interest in and to the escrow accounts and insurance.

Grantees in addition to the payments under the notes secured will pay monthly one twelfth the annual taxes, insurance and mortgage insurance premium if any, or as required by the note holder secured by instrument of record in Book 5644, Page 427. Said payments are secured by this installment deed and shall bear interest at the rate of 12% per annum if not paid when due.

Grantees acknowledge that they are aware that a lien of record in Book 5644, Page 427 in said Register's Office is a prior and existing lien on this property and that they take said property subject to said lien. However, Grantees do not in any way assume any liability for the payment of the indebtedness secured by said lien and Grantor shall idemnify and hold Grantees harmless from any loss or cost whatsoever arising from said property being subject to said lien. Grantor covenants that it will pay all amounts coming due under the indebtedness secured by said lien and in the event it fails to do so the Grantees may advance sums to keep said indebtedness current or to pay said indebtedness in full if said lien is in foreclosure and can not be reinstated. All such sums advanced shall be an offset to the sums secured by this installment deed.

Prepayments of principal shall be exclusively Grantors, so long as the principal of the debt secured herein is at least equal to the debt secured in Book 5644, Page 427 in said Resigter's Office.

TO HAVE AND TO HOLD the 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 except as set out herein.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate 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 Grantees herein do hereby transfer and convey unto W. E. Weems, II, , Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purpose aforesaid, only. We, the said Grantees do hereby agree to keep all buildings now on, or to be hereinafter erected on said property, insured in some reliable fire insurance company or companies for at least the maximum insurable value until the notes herein secured are fully paid, and to have the loss, if any, payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interest 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 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 outery, 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 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 advise 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 expense 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 herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 Grantors and Grantees, have hereunto set our hands this the 19th day of October, 19 81.

PUTMAN PROPERTIES, INC.

BY: Lee E Putman
LEE E. PUTMAN, PRESIDENT

× Jeffrey Neal West
JEFFREY NEAL WEST

× Kathy Sue West
KATHY SUE WEST

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JEFFREY NEAL WEST AND KATHY SUE WEST 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 19th day of October, 1981.

Notary Public

NOTARY PUBLIC AT LARGE STATE OF ILLINOIS

Commission expires:
1-20-85

STATE OF TENNESSEE

BOOK 5809 PAGE 543

COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared LEE E. PUTMAN, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be PRESIDENT of the PUTMAN PROPERTIES, INC., the within named bargainor, a corporation, and that he as such PRESIDENT, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by HIM self as PRESIDENT.

Witness my hand and seal, at office in NASHVILLE, TENNESSEE, this 19th day of OCTOBER, 1981.

Notary Public

W. E. WEEMS, II NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires:
1-20-85

Prepared by W. E. Weems, II, Attorney
2500 Hillsboro Road
Nashville, Tennessee 37212
Mail
FROM INFORMATION PROVIDED BY GRANTOR.

Address New Owners:	Send Tax Bills to:	Map and Parcel
JEFFREY NEAL WEST	WESTERN PACIFIC	133-1
3209 HARLIN DRIVE	1201 E. HIGHLAND AVE	5
NASHVILLE, TN. 37211	SAN BERNARDINO, CA. 92042	6DA-3410

This is improved property know as:

3209 HARLIN DRIVE NASHVILLE, TN. 37211

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 27,988.99.

Affiant

Subscribed and sworn to before me, this the 20th day of OCTOBER, 1981.

Notary Public

W. E. WEEMS, II NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires:
1-20-85

G65061

IDENTIF. REFERENCE

OCT 21 9 19 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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

RECEIVED OF BOOK 5809 PAGE 544

FOR

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			27988.94- CO	
			26988.94- MO	
			72.60 CO TX	
			25.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 110.30-	
			4236A 10/21/81 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 6 5 0 6 1

IDENTIF. REFERENCE

OCT 21 9 19 AM '81

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

No. 849504