BOOK 5812 PAGE 682

Map 116-8-G
Par 186

INSTALLMENT DEED

For and in Consideration of the sum of Two Hundred Fifteen Thousand and no/100 ($215,000) ---------- Dollars, of which Forty Thousand and no/100 ($40,000) ---------- Dollars, has been paid in cash by Robert D. Shwab and Judy A. Kyle the receipt of which is hereby acknowledged, and for the remainder One Hundred Seventy Five Thousand and no/100 ($175,000) ---------- Dollars, the said Robert D. Shwab and Judy A. Kyle have executed their joint Wraparound Note in the original principal sum of $175,000, payable to Jack H. Dalton and wife, Jeanette H. Dalton, in monthly installments as follows: On the 28th day of November, 1981, the sum of $2,241.46, and thereafter, the sum of $2,241.46, on the 28th day of each succeeding month; the last installment in the sum of $175,742.01, being due on the 28th day of October, 1983. Said installments include interest at the rate of 15% per annum. Said note wraps around and includes certain prior deeds of trust of record in Book 5577, Page 210 and Book 5685, Page 118, Register's Office for Davidson County, Tennessee.

~~and said notes bearing six per cent interest from date, and providing for payment of attorney's fees and on failure to pay any of said notes promptly and attorney's fees, a lien is expressly retained~~ on the land herein conveyed, Jack H. Dalton and wife, Jeanette H. Dalton

have this day bargained and sold, and do hereby transfer and convey unto the said Robert D. Shwab and Judy A. Kyle, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A certain building site being Lot No. 186, as shown on the Plan of Sugartree, Phase III, which is of record in Book 5050, Pages 67-71, Register's Office for Davidson County, Tennessee, to which specific reference is here made and together with an appurtenant, non-exclusive interest in the common and limited common areas as shown on said Plan and as provided in the Declaration of Covenants, Conditions, and Restrictions referred to hereinabove.

Being the same property conveyed to Jack H. Dalton and wife, Jeanette H. Dalton by deed from Richard D. Bird, Trustee, with full power, et., of record in Book 5577,Page 207, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, know as 186 Moultrie Square, Nashville, Tennessee
(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 Robert D. Shwab and Judy A. Kyle, 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 may be of record.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Robert D. Shwab and Judy A. Kyle, 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 Robert D. Shwab and Judy A. Kyle

do hereby transfer and convey unto S. Ralph Gordon, 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 Robert D. Shwab and Judy A. Kyle

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 $ 215,000 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 Robert D. Shwab and Judy A. Kyle 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 Robert D. Shwab and Judy A. Kyle 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 S. Ralph Gordon, 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 Jack H. Dalton and wife, Jeanette H. Dalton and Robert D. Shwab and Judy A. Kyle hereunto set our hands at Nashville, Tennessee, this the 28th day of October 1981

Jack H. Dalton

Jeanette H. Dalton

Robert D Shwab by his attorney in fact W P Shwab Jr.

Judy A Kyle by her attorney in fact W P Shwab Jr.

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Jack H. Dalton and wife, Jeanette H. Dalton and Robert D. Shwab and Judy A. Kyle, by their attorney-in-fact, William P. Shwab, Jr., 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 28th day of October, 1981

Commission Expires 4/21/85

Anna L. Tatum, 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 }
COUNTY OF DAVIDSON }

BOOK 5812 PAGE 685

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)

66016

MAIL END

IDENTIFICATION REFERENCE

Oct 28 2 40 PM '81

FEE $ ..... REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM
Jack H. Dalton, et ux

TO
Robert D. Shwab and
Judy A. Kyle

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

TOOLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert D. Shwab and Judy A. Kyle (NAME)	Same (NAME)	
186 Moultrie Square (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

S. Ralph Gordon, Attorney
Suite 200, 430 Third Ave. N.
Nashville, Tenn. 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 215,000 Jack H. Dalton
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28th DAY OF October, 19 81

Anne C. Tally
Notary Public

MY COMMISSION EXPIRES: 4/2/85

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

RECEIVED OF BOOK 5812 PAGE 686

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
			215000.00-	CO
			175000.00-	MO
			559.00	CO TX
			173.00	MO TX
			.50	PRFEE
			12.00	WDEED
			CHECK	744.50-
5455A	10/26/81		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 66016

IDENTIFICATION REFERENCE

Oct 28 2 40 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 850675