ADDRESS NEW OWNER:
Harry B. Woods et ux.
820 North Second Street
Nashville, Tennessee

SEND TAX BILLS:
Dynamerica Co.
31st National Bank Bldg.
Nashville, Tn.

MAP-PARCEL NUMBERS
Map 82-7
Parcel 31
20W-14230

This Instrument Was Prepared By
DENNEY, LACKEY & CHERNAU
218 Third Avenue North
Nashville, Tennessee 37201

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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $7,000.00.

Harry B. Woods
Affiant

Subscribed and sworn to before me, this the 30th day of November, 1981.

Notary Public

My Commission expires: October 17, 1982

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of SEVEN THOUSAND AND NO/100ths ($7,000.00) DOLLARS of which $300.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their promissory note of even date herewith in the principal sum of $6,700.00 payable to Dynamerica Company in 120 monthly installments of $92.30 each, including interest at the rate of eleven (11%) percent per annum, beginning January 1, , 1982, with one payment of like amount due on the same day of each month thereafter until paid in full, and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, DYNAMERICA COMPANY hereinafter called the grantor, has this day bargained and sold, and do hereby transfer and convey unto HARRY B. WOODS AND WIFE, REBECCA FAY WOODS, herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the northerly half of Lot No. 16 on the Plan of Shields, Davis, Sharpe and Horn's Addition, as of record in Book 57, page 86, said Register's Office.

Said part of Lot No. 16 fronts 25 feet on the westerly side of North Second, formerly Harris Street, and runs back between parallel lines 145 feet, more or less, to an alley.

Being the same property conveyed to Dynamerica Company by Trustee's Deed from Stephen M. Miller, Successor Trustee of record in Book , page , Register's Office for Davidson County, Tennessee.

This is improved property, known as 820 North Second Street, Nashville, Tennessee.

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 good right to convey it, and that the same is unencumbered except for an existing first mortgage of record in Trust Deed Book 4771, page 587, said Register's Office, which mortgage indebtedness, the grantor, its successors and assigns hereby agree to pay when and as due and it being understood that the grantees, successors and assigns do not assume said existing mortgage and specifically do not agree to pay them, it being the understanding that grantor shall at all times be responsible for the payment of said existing first mortgage when and as due; however, it is further understood and agreed that should grantor default in the payment of said existing first mortgage, then grantees shall have the option or right, but not the duty, to pay the payments past due thereon and to deduct such payments from the amounts next due to grantor from grantees and likewise grantees shall have the option or right to cure any other default under said existing mortgage but not the duty to do so in the event grantor fails to correct or cure any such default. Grantee shall not pay the first mortgage so long as there is no default by grantor.

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 Thomas T. Pennington Trustee, his successor and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees 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 $ 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 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. The monthly payments commencing January 1, 1982 shall be increased for the amount necessary to deposit in escrow for taxes and insurance. Now, if we, the said grantees, shall pay the notes aforesaid whendue, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as foresaid, 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, falling 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 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 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 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 30th day of November, 1981.

DYNAMERICA COMPANY

By: Harry R. Zagger, Agent

Harry B. Woods
Harry B. Woods

Rebecca Fay Woods
Rebecca Fay Woods

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 Harry B. Woods and wife, Rebecca Fay Woods, 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 30th day of November, 1981.

Notary Public

My Commission expires:
Oct. 17, 1982

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared HARRY R. ZAGER, with whom I am personally acquainted, and who, upon oath, acknowledged himself, to be AGENT of the Dynamerica Company, the within named bargainor, a corporation, and that he as such Agent, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Agent.

Witness my hand and seal at office in Nashville, Tennessee, this 30th day of November, 1981.

Notary Public

My Commission expires:
Oct. 17, 1982

G69942

DEC 1 9 35 AM '81

**OFFICIAL RECEIPT**

**FELIX Z. WILSON, II**

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

RECEIVED OF _____

FOR _____

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| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | 7000.00- | CO |
| | | | 6700.00- | MO |
| | | | 16.20 | CO TX |
| | | | 4.70 | MO TX |
| | | | .50 | PRFEE |
| | | | 9.00 | WDEED |
| | | | CHECK | 32.40- |
| | | | D408A12/01/81 BAL | .00 |

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

6699 42

IDENTIFICATION REFERENCE

DEC 1 9 35 AM '81

FELIX Z. WILSON, REGISTER
DAVIDSON CO., NASHVILLE, TENN.

No. 855421