INSTALLMENT DEED

For and in Consideration of the sum of ONE HUNDRED FIVE THOUSAND AND NO/100---------- ---------- Dollars, of which SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100---------- Dollars, has been paid in cash by Stephen D. Thomas and wife, Carol K. Thomas, the receipt of which is hereby acknowledged, and for the remainder EIGHTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100---------- Dollars, the said Stephen D. Thomas and wife, Carol K. Thomas ha ve executed their promissory note of even date herewith wherein Stephen D. Thomas and wife, Carol K. Thomas promise to pay to Harry E. Roth and wife, Irene W. Roth, the principal amount of $87,500.00 together with interest thereon at the rate of 12% per annum in monthly installments of $900.38 beginning April 1, 1982, with a final installment, which is a balloon payment in the amount of $ 82,562.00 , due and payable on March 1, 1992, said note

~~xx of said notes bearing six 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, Harry E. Roth and wife, Irene W. Roth, ----------

have this day bargained and sold, and do hereby transfer and convey unto the said Stephen D. Thomas and wife, Carol K. Thomas, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being Lot No. 113 on the plan of West Meade Park, Inc., Section One, of record in Book 2900, pages 103 and 104, Register's Office for said County.

SAID Lot No. 113 fronts 170.0 feet on the southwesterly margin of Clearbrook Drive and extends back 263.6 feet on the northwesterly line and 219.0 feet on the southeasterly line to a dead line in the rear, measuring 177.0 feet thereon.

BEING the same property conveyed to Harry E. Roth and wife, Irene W. Roth, by deed from Iloff Henry Long and wife, Doris Hope Long, of record in Book 3918, page 332, Register's Office for Davidson County, Tennessee.

The property herein conveyed is subject to restrictive covenants of record in Book 3102, page 381, Register's Office for Davidson County, Tennessee.

In the event that the described property, or an interest therein, is sold or conveyed without the prior written consent of the holder of the note secured hereby, such holder shall be entitled to accelerate the debt and demand immediate payment of the entire obligation, principal and interest. The holder may require a change or changes in the terms of the obligation as a condition to giving such consent. For these purposes "an interest therein" is defined to include, but is not limited to, any transaction whereby the contracting party is or will become entitled to possession of the secured property.

This instrument is executed on behalf of Harry E. Roth and wife, Irene W. Roth, by George Thomas as their Attorney-In-Fact pursuant to a Power of Attorney being recorded immediately prior to the recording hereof.

This is improved ( ) unimproved (XX) property, known as 6636 Clearbrook Drive, Nashville, Tennessee 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 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 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

do hereby transfer and convey unto WILKINS & ADAMS, ATTYS., a partnership, 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 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 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, 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 WILKINS & ADAMS, ATTYS., a partnership, 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 Harry E. Roth and wife, Irene W. Roth, grantors, and Stephen D. Thomas and wife, Carol K. Thomas, grantees, hereunto set our hands at Nashville, Tennessee, this the 19th day of February 1982

HARRY E. ROTH

BY: Geo. D. Thomas, Jr.
George Thomas, Attorney-In-Fact

IRENE W. ROTH

BY: Geo. D. Thomas, Jr.
George Thomas, Attorney-In-Fact

Stephen D. Thomas

Carol K. Thomas

Carol K. Thomas

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Stephen D. Thomas and Carol K. Thomas,

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 February, 1982

Commission Expires 1-22-84

John V. Adams, Notary Public

JOHN V. ADAMS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

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

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

BOOK 5854 PAGE 317

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)

G80595

IDENTIFICATION PROVIDED
FEB 22 2 28 PM 82
FELIX A. ALLEN REGISTER
DAVIDSON COUNTY, TENN.

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 George Thomas, with whom I am personally acquainted and who acknowledged that he executed the within instrument on behalf of Harry E. Roth and wife, Irene W. Roth, as their Attorney-In-Fact, as the free act and deed of the within named Harry E. Roth and wife, Irene W. Roth. Witness my hand and official seal at Nashville, Tennessee, this 19th day of February, 1982.

Notary Public

My Commission Expires: 1-22-84

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

INSTALLMENT DEED

FROM
STEPHEN D. THOMAS ET UX

TO
WILKINS & ADAMS, ATTYS.,
a partnership, Trustee

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

RETURN TO:
WILKINS & ADAMS, ATTORNEYS
2033 Richard Jones Road
Nashville, Tennessee 37215 dp

TITLE CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Stephen D. Thomas et ux	same	129-6
(NAME)	(NAME)	
6636 Clearbrook Drive		39
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37205		8DZ-76960
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

WILKINS & ADAMS, ATTORNEYS
2033 Richard Jones Road
Nashville, Tennessee 37215

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 105,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 19th DAY OF February 19 82.

Notary Public

MY COMMISSION EXPIRES: 1-22-84

(AFFIX SEAL)

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

3694 02/22 371.50 - DEED

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 5854 PAGE 318

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
			106000.00- CO	
			67500.00- MO	
			270.00 CO TX	
			85.50 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 371.00-	
3694A	02/22/82	BAL	.00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G.80595

IDENTIF. REFERENCE

FEB 22 2 28 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 868183