This instrument prepared by:
Joseph B. Pitt, Jr., Attorney
First American Center
Nashville, Tennessee 37238

Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Thomas Scott, Trustee	SAME	108-36
(NAME): 26th Floor First American Center	(NAME):	
(STREET ADDRESS OR ROUTE NUMBER): Nashville, TN. 37238	(STREET ADDRESS):	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Sixty Thousand and no/100---------- ($60,000.00) ---------- *Dollars, of which* Twenty Five Thousand and no/100---------- ($25,000.00) ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Thirty Five Thousand and no/100---------- ($35,000.00) ---------- *Dollars,* Thomas Scott, Trustee *has executed* his promissory note of even date herewith in the principal amount of $35,000.00, payable to the order of Judy M. Mitchell and Gloria M. Russell and Melvin M. Massey and wife, Gretta Massey in 120 monthly installments, 119 of which are in the amount of $307.30, which includes both principal and interest at the rate of 10% per annum, and one, the final and 120th installment in the amount of the unpaid principal balance plus interest at the rate of 10% per annum, the first of said installments falling due April 15, 1982 and the others on the same day of each successive month thereafter.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed. Judy M. Mitchell and Gloria M. Russell, as to a 1/2 undivide interest and Melvin M. Massey and wife, Gretta Massey, as to a 1/2 undivided interest *have this day bargained and sold, and do hereby transfer and convey unto the said.* Thomas Scott, Trustee with full power to convey, mortgage or encumber without the joinder of any beneficiary ..... *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

A tract of land in the 3rd formerly 2nd Civil District of Davidson County, Tennessee, being Lot No. 6 on the Map of S. T. Johnson's Lots, described according to a survey made by John Wilkes, Civil Engineer, November 16, 1937, as follows:

Beginning at a point in the center of Elm Hill Pike 1318 feet east of the intersection of Elm Hill Pike and a county road; thence south 20 deg. west 723 feet to a point in the southerly margin of said S. T. Johnson Tract being the southwest corner of Lot No. 6; thence south 85 deg. 25' east 389 feet to a stone, being the southeast corner of Lot No. 6; thence north 20 deg. east 554 feet to the center of Elm Hill Pike; thence with the same north 60 deg. west 339 feet to the point of beginning.

INCLUDED in the above described property but EXCLUDED therefrom is the property conveyed to Metropolitan Government of Nashville and Davidson County, Tennessee by deed of record in Book 3956, page 209, Register's Office for said County.

Being part of the same real property conveyed to Hubert Massey and wife, Nellie Massey and Melvin M. Massey and wife, Gretta Massey by deed from James Early Massey, of record in Book 3879, page 762, Register's Office for said County, the said Hubert Massey and wife, Nellie Massey having conveyed their 1/2 undivided interest to Judy M. Mitchell and Gloria M. Russell by deed of record in Book 5783, page 564, said Register's Office.

The note secured hereby is a non-recourse note and maker of said note has assumed no personal liability as trustee, individually or otherwise, for the payment thereof. Enforcement of said note and collection of all sums due thereunder may be obtained only by exercise of foreclosure remedies or rights contained in this installment deed. The holder of the note has waived any right to a deficiency judgment in the event of foreclosure.

Gretta Massey & Greta Massey are one and the same person.

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 60,000.00

Subscribed and sworn to before me, this the 15th day of March 1982

Affiant

My commission expires: 4/8/84 (Affix Seal)

Notary Public

unimproved
This is improved ( ) property, known as 2901 Elm Hill Pike, Nashville, Tennessee
(House Number) (Street) P.O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees their (successors), 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 for 1982 taxes which are prorated and assumed by the purchasers.

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 (successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto Joseph B. Pitt, Jr. *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $....., or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said

property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 15th day of March, 1982.

Judy M. Mitchell

Judy M. Mitchell

Gloria M. Russell

Gloria M. Russell

X Melvin M. Massey

Melvin M. Massey

X Gretta Massey

Gretta Massey

Thomas C. Scott, Trustee

Thomas Scott, Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary Emery, a Notary Public in and for said County and State, Judy M. Mitchell, Gloria M. Russell, ~~Melvin M. Massey~~, ~~Gretta Massey~~ and Thomas Scott, Trustee

the within named 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 15th day of March, 1982

Mary Emery
Notary Public

Commission expires 4/8/84

NOTARY PUBLIC AT LARGE STATE OF TENN.

STATE OF TENN.
COUNTY OF DAVIDSON

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Personally appeared before me, BENNIE B. LAWSON, *a Notary Public in and for said County and State,* MELVIN M. MASSEY AND WIFE, GRETTA MASSEY *the within named bargainor, with whom I am personally acquainted, and who acknowledged that* HE *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at NASHVILLE, TENN. *this* 16 *day of* MARCH, 1982

Bennie B Lawson *Notary Public*

Commission expires 10-17-82

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* ....., *with whom I am 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 .....

7620 03/19 201.50 COPY

G 83746

IDENTIF. REFERENCE

MAR 19 2 32 PM '82

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

PLEASE RETURN TO
CHICAGO TITLE INS. CO.
FIRST AMERICAN CENTER
NASHVILLE, TENN. 37238
240392

INSTALLMENT DEED

FROM
Melvin M. Massey et al,

TO
Banner Equities, Inc.

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37238

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

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

RECEIVED OF _____

FOR _____ BOOK 5863 PAGE 331

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
			60[illegible].00-	CO
			360[illegible].00-	MO
			156.00	CO TX
			33.00	MO TX
			.50	PRFEE
			12.00	WDEED
				CHECK 201.50-
			7620A03/18/82 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

68.37416

IDENTIF. REFERENCE

MAR 18 2 32 PM '82

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY TENNESSEE

No. 871945