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RUSH

IDENTIF. REFERENCE

Apr 1 3 49 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

This instrument prepared by:
Thomas C. Scott
Tune, Entrekin & White
26th Floor, First American Center
Nashville, Tennessee 37238

BOOK 5868 PAGE 790

INSTALLMENT DEED

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NO.:
Nicoli Joan O'Brien 237 Cedarcreek Drive Nashville, Tennessee 37211	Third National Mortgage Co. 201 Fourth Avenue, North Nashville, Tennessee 37219	Map 162-13 Parcel 62

FOR AND IN CONSIDERATION of the sum of FIFTY TWO THOUSAND FIVE HUNDRED and NO/100 DOLLARS ($52,500.00), of which NINE THOUSAND and NO/100 DOLLARS ($9,000.00) has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of FORTY THREE THOUSAND FIVE HUNDRED and NO/100 DOLLARS ($43,500.00), a First Mortgage Note in the present principal amount of THIRTY THREE THOUSAND EIGHT and 39/100 DOLLARS ($33,008.39), as hereinafter described, has been assumed by NICOLI JOAN O'BRIEN, and an Installment Deed Note in the amount of TEN THOUSAND FOUR HUNDRED NINETY ONE and 61/100 DOLLARS ($10,491.61) (the "Note" or the "secured indebtedness") has been executed by the said NICOLI JOAN O'BRIEN, said Note being of even date herewith, providing for monthly installments of interest with the last installment due April 1, 1985, and the unpaid principal of said Note being due April 1, 1985, for payment of attorneys' fees incurred in collection of said Note, and to secure the payment of said indebtedness, principal, interest, and attorneys' fees, a lien is expressly retained on the land herein conveyed, THOMAS C. SCOTT, TRUSTEE, has this day bargained and sold, and does hereby transfer and convey unto the said NICOLI JOAN O'BRIEN, unmarried, her heirs, successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

> Being Lot No. 112 on the Plat of Cedarwood Estates, Section 2, of record in Plat Book 4860, Page 58, Register's Office for said County.
>
> Said Lot No. 112 fronts 75.00 feet on the westerly margin of Cedarcreek Drive and extends back 244.08 feet on the northerly line, and 221.23 feet on the southerly line to a line on the rear which is a broken line on which it measures 95.07 feet.
>
> Being the same property conveyed to Thomas C. Scott, Trustee, by quitclaim deed from Henry C. Howerton and wife, Carol G. Howerton, of record in Book 5868, Page 788, Register's Office for Davidson County, Tennessee.

This is improved property known as 237 Cedarcreek Drive, Nashville, Tennessee 37211.

This conveyance is subject to:

1. Deed of trust executed by Douglas R. Maupin, unmarried, to James I. Vance Berry, Trustee, of record in Book 5100, Page 370, said Register's Office, to secure a note dated December 23, 1976, in the original principal amount of $34,800.00, payable to John W. Murphree Company, subject to the terms and conditions therein. The said deed of trust was assigned to Jefferson Federal Savings and Loan Association by instrument dated April 21, 1977, filed for record in Book 5139, Page 927, said Register's Office. The said NICOLI JOAN O'BRIEN does hereby assume and agree to timely pay the note secured by said deed of trust and timely perform the covenants of said deed of trust.

2. Restrictions filed for record in Book 4963, Page 42, said Register's Office.

3. The recorded plan shows an owner's certificate, a 30-foot setback line from Cedarcreek Drive, and a 10-foot easement for public utilities and drainage along the rear lines of said lot.

4. 1982 taxes which the Grantor and the Grantee have prorated and which are assumed by the Grantee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said NICOLI JOAN O'BRIEN, her heirs, successors and assigns forever. THOMAS C. SCOTT, TRUSTEE covenants that he is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered except as shown above. THOMAS C. SCOTT, TRUSTEE further covenants and binds his successors and assigns to warrant and forever defend the title to said real estate unto the said NICOLI JOAN O'BRIEN, her heirs, successors 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 installments thereof, as they mature, as hereinafter provided, and for the consideration of ONE DOLLAR ($1.00) paid in cash, receipt of which is acknowledged, the said NICOLI JOAN O'BRIEN, hereinafter referred to as Trustor, hereby transfers and conveys unto Ervin M. Entrekin, 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:

Trustor agrees to keep all buildings now on, or to be hereafter erected on said property, insured under policies in form satisfactory to the holder of the secured indebtedness and by companies satisfactory to said holder for the sum of FIFTY THOUSAND and NO/100 DOLLARS ($50,000.00), 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, the lawful owner or holder of said indebtedness as his interest may appear. Upon request Trustor shall deliver the original of said policies or policy to the holder of said indebtedness.

Trustor further agrees to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said Trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any 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 Trustor 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 interest from the date of payment at the highest rate then permissible in the State of Tennessee, and shall be and become a part of the indebtedness secured hereby. Provided however, Trustor shall not be required to pay any taxes, assessments or liens upon the property if Trustor is contesting the same by proper legal proceedings diligently pursued and further provided that at such time as Trustor has exhausted all legal or administrative remedies, Trustor shall pay such taxes, assessments or liens.

Now, if Trustor shall pay the secured indebtedness when due according to its terms, pay all real estate taxes when due against the property conveyed hereunder during the term of the indebtedness, maintain the property in good repair, maintain the required insurance, pay any and all sums when due as aforesaid, and timely perform the covenants of this agreement, 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 when due, or if, Trustor fails to pay said taxes when due, maintain the property in good repair or insured, or pay said other sums when due, as herein provided, or Trustor fails to reimburse the Trustee, or the lawful owner and holder of said indebtedness for all sums with interest, so expended by said Trustee, or the lawful owner and holder of said indebtedness to perform Trustor's covenants in the event of Trustor's default, within thirty (30) days from date of such payment, or Trustor fails to timely perform the covenants of this agreement, 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 courthouse 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 Trustor, her 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 "Trustor" when used herein shall apply to parties both singular and plural.

The Trustor warrants and represents that she is unmarried at the time of this conveyance.

WITNESS our hands this 31st day of March, 1982.

Thomas C. Scott, Trustee
THOMAS C. SCOTT, TRUSTEE

Nicoli Joan O'Brien
NICOLI JOAN O'BRIEN

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is Fifty Two Thousand Five Hundred and No/100 Dollars ($52,500.00).

Subscribed and sworn to before me, this the 31st day of March, 1982.

Nicoli Joan O'Brien
AFFIANT

Juanita J. Thomason
NOTARY PUBLIC

My commission expires: July 21 1984

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared THOMAS C. SCOTT, TRUSTEE, the within bargainor, with whom I am personally acquainted, who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 31st day of March, 1982.

Juanita J. Thomason
NOTARY PUBLIC

My commission expires: July 21, 1984

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared NICOLI JOAN O'BRIEN, the within bargainor, with whom I am personally acquainted, who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennesseee, this 31st day of March, 1982.

Juanita J. Thomason
NOTARY PUBLIC

My commission expires: July 21, 1984

9952 04/01 157.55- CHECK

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5868 PAGE 794

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
			52500.00- CO	
			10491.61- MO	
			136.50 CO TX	
			8.50 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 157.50-	
9952	A	04/01/82	BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 8560 1

IDENTIF. REFERENCE

APR 1 3 49 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 874181