This Instrument Prepared By:
Samuel K. Crocker, Attorney
11th Floor, First American Center
Nashville, Tennessee 37238

Installment Deed

BOOK 5874 PAGE 189

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
William E. Martin and wife, Jean C. Nelson	Same	104-13B
(NAME) Unit 95, Richmeade Place 401 Bowling Avenue	(NAME):	87
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37205	(STREET ADDRESS)	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of one hundred thirty-eight thousand five hundred and No/100 ($138,500.00) *Dollars, of which* forty-thousand and No/100 ($40,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* ninety-eight thousand five hundred and No/100 ($98,500.00) *Dollars,* William E. Martin and wife, Jean C. Nelson, have executed their promissory note payable as follows: On the 1st day of May, 1982, ~~xxxxxxxxxx~~ the sum of one thousand one hundred sixty-seven and No/100 dollars ($1,167.00), and thereafter thirty-four (34) monthly installments of a like amount due on the 1st day of each succeeding month which include principal and interest at the rate of 14% per annum to be applied first to the payment of interest and the remainder to principal with the entire balance due on the 1st day of April, 1985.

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, Sheridan Construction Company, a Tennessee corporation does ~~xxx~~ *this day bargained and sold, and do hereby transfer and convey unto the said* William E. Martin and wife, Jean C. Nelson *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being Site No. 87 on the Plan of Richmeade Place, Section 6, a Planned Unit Development, of record in Book 5210, page 357, said Register's Office, to which plan reference is hereby made for a more complete description.

Being part of the same property conveyed to Sheridan Construction Company, by deed from Union Bank, a California Banking Corporation, of record in Book 4957, page 591, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to the owner's certificate, easements and setback lines as shown on plan of record in Book 5210, page 357, Register's Office for Davidson County, Tennessee, and Declaration of Covenants, Conditions and Restrictions as set forth in instrument of record in Book 4941, page 637, Register's Office for Davidson County, Tennessee, as made applicable to Section 6 by the 5th Supplemental Declaration of record in Book 5733, page 628, said Register's Office.

This conveyance is also made subject to the indebtedness due to the Fidelity Federal Savings and Loan Association in the amount $82,125.00 secured by deed of trust executed by Sheridan Construction Company to Vaden Lackey, Jr., Trustee, or record in Book 5854, page 697, Register's Office for Davidson County, Tennessee, which will be paid by the Grantor herein in accordance with the terms thereof as the same become due and payable, but in any event shall be paid in full and released upon payment of the aforesaid note from Grantees to Grantor.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 38,500.00

Affiant

Subscribed and sworn to before me, this the 16th day of April, 19 82

Notary Public

My commission expires: 7/21/85 (Affix Seal)

unimproved ( )
This is improved (X) property, known as Unit 95, Richmeade Place, 401 Bowling Ave., Nashville, TN 37205
(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.

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 Samuel K. Crocker, *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 14th *day of* April, *19*82

SHERIDAN CONSTRUCTION COMPANY

BY: Gerald E. Sheridan

Pres.

Jeanne K. Atkinson

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Jeanne K Atkinson, *a Notary Public in and for said County and State,* Gerald E Sheridan

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, *Tennessee, this* 14th *day of* April, *19*82

JEANNE R. ATKINSON NOTARY PUBLIC DAVIDSON COUNTY

Jeanne K Atkinson *Notary Public*

Commission expires July 17, 1983

STATE OF Tennessee

COUNTY OF Davidson

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Personally appeared before me, Barbara B. Goodwin, *a Notary Public in and for said County and State,* Wm. E. Martin and Jean C. Nelson

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

this 14 *day of* April, *19* 82

Barbara B. Goodwin *Notary Public*

Commission expires 10-17-82

BARBARA B. GOODWIN NOTARY PUBLIC DAVIDSON COUNTY, TENN. 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 .....

2421 04/16 469.10- CHECK

68.75 16

IDENTIF. REFERENCE

APR 16 4 01 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

SHERIDAN CONSTRUCTION

COMPANY

TO

WILLIAM E. MARTIN and wife,

JEAN C. NELSON

RUSH

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 _____ BOOK 5874 PG 193

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
			138500.00- MO	
			98500.00- MO	
			360.10 CO TX	
			96.50 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 469.10-	
2421A04/16/82			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 8.7.5 1 6

IDENTIF. REFERENCE

APR 16 4 01 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 876541