OFFICIAL RECEIPT

File #3
142-5-B-41

INSTALLMENT DEED

BOOK 5893 PAGE 268

William H. Crawford)
)
)
)
)
)
to)
Jerry L. Ellis)
)

This instrument prepared by:

Alfred T. Adams, Jr.
300 James Robertson Parkway
Nashville, Tenn. 37201

Address New Owner:

Jerry L. Ellis
8300 Sawyer Brown Road
Unit A-304
Nashville, Tenn. 37221

Send Tax Bills to:

SAME

For Register's Use

G 9 3 8 8 9

TENNESSEE REFERENCE

JUN 2 2 05 PM '82

FELIX ROBERTSON JR REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $67,000.00.

Jerry L Ellis
Affiant

Sworn to and subscribed before me this 29th day of May, 1982.

Notary Public

Commission expires 11-9-83

FOR AND IN CONSIDERATION of the sum of SIXTY SEVEN THOUSAND AND no/100 ($67,000.00) Dollars, of which FIVE THOUSAND AND no/100 ($5,000.00) Dollars has been paid in cash by the Grantee hereinafter named, the receipt of which is hereby acknowledged and for the remainder said Grantee promises to pay to the order of the Grantor the principal sum of FORTY SEVEN THOUSAND AND no/100 ($47,000.00) Dollars in monthly installments of FOUR HUNDRED EIGHTY THREE AND 45/100 ($483.45) Dollars each, including principal and interest at the rate of Twelve (12%) per cent per annum, commencing on July 1, 1982, and continuing on the 1st day of each month thereafter for 60 months or until paid in full. A reasonable late charge may be assessed in addition to such monthly installment not received by the noteholder within 15 days of when it is due each month. A lien is expressly retained on the land herein conveyed for the purpose of securing the payment of the aforementioned note including principal, interest, attorneys fees and the costs of collection.

William H. Crawford, hereinafter called the Grantor, has this day bargained and sold, and does hereby transfer and convey unto Jerry L. Ellis, herein called Grantee, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Unit No. A-304, together with the Carport designated No. A-304-C, in River Plantation, Section Three, A condominium, a Horizontal Property Regime, located on Sawyer Brown Road, Nashville, Davidson County, Tennessee,as shown on the plat of River Plantations, Section Three, Condominium Apartments, recorded in Book 4675, pages 75, 76 and 77, of the Register's Office for Davidson County, Tennessee, and described in a Master Deed, recorded in Book 4784, page 464, of the Register's Office for Davidson County, Tennessee, to which reference is hereby made. The easements, restrictive covenants, conditions

and regulations imposed upon and relating to the property, apartments, co-owners, and tenants of River Plantation, Section Three, Condominium Apartments, contained in the Master Deed and the By-Laws appended thereto, recorded in Book 4784, page 482, of the Register's Office of Davidson County, Tennessee, are incorporated in this deed by reference and made a part hereof the same as though copied herein.

Borrower may prepay the principal amount outstanding in whole or in part subject to the terms set forth in the note secured by this instrument.

In the event the Grantee seeks to trnasfer part or all of his interest in the property hereinabove described without tendering the balance of the entire indebtedness then owed, the Grantor will have the option to either approve or disapprove an assumption of the debt by the new Grantee and if such a sale or transfer occurs without Grantor's prior written consent, excluding (a) the creation by Grantee of a lien or encumbrance subordinate to this installment deed, (b) the creation of a purchase money security interest on household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three year or less not containing an option to purchase, then Grantor may at his option declare all of the sums secured by this installment deed to be immediately due and payable and may exercise such remedies as are granted in this instrument upon default. In the event Grantor approves of an assumption of this debt in writing, the Grantor may reset the interest rate set forth in the note secured by this installment deed; however, in no event shall the interest rate exceed the legal rate of interest then prevailing.

This is improved property known as 8300 Sawyer Brown Road, Unit A-304, Nashville, Tennessee, 37221.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, and his assigns forever. Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good and lawful right to convey it, and that the same is unencumbered.

Grantor further covenants and binds himself and his successors and assigns, to warrant and forever defend the title to the said real estate to said Grantee, his 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 note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said note, as it matures, as hereinafter provided, and for the consideration of ONE DOLLAR ($1.00), to us in hand paid, the said Grantee herein, does hereby transfer and convey unto Alfred T. Adams, Jr., Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid only. The Grantee does 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 $67,000.00 until the note herein secured is fully paid. Grantee further agrees that proof of such insurance shall be furnished annually on or before July 1st and that such policy shall provide that the company will not cancel coverage without first giving adequate notice of such cancellation to Grantor; Grantee further agrees to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them on or before March 1st of each year witht the proof of payment being furnished to Grantor; and in case Grantee fails to do so, then the said Trustee, or the lawful owner and holder of said note, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtendess secured therein, the same to bear interest at 12-1/2%

per annum from the date of such payment. Grantor shall have the right to inspect the premises at reasonable times upon giving written notice to Grantee.

Now, if the said Grantee shall pay the note aforesaid when due, according to its 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 Grantee fails to pay the said note or part thereof, promptly at maturity or if Grantee fails to pay the taxes, keep up repairs or keep said premises insured as herein provided; or if Grantee fails to reimburse the Trustee or lawful owner and holder of said note for all sums, with interest, so expended by said Trustee, or the lawful owner or holder of said note, within thirty (30) days from date of such payment, this trust conveyance shall remain in full force and effect, wnd at the option of the lawful owner and holder of said note without notice the remaining indebtedness hereby secured shall immediately become due and payable, and the said Trustee or his successor in trust, is hereby authorized and empowered, upon giving twenty days notice by three (3) publications in any newspaper, daily or weekly, circulated 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 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. Grantee agrees that the Trustee, may at any time, after default in the payment of said note, enter and take possession of said property, and shall only account for the net rents actually received by him. Grantee further agrees 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 a sale, hereunder, the proceeds will be applied by the Trustee as follows:

First, 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 instituting or defending any litigation which may arise on account of the execution of this conveyance and the enforcement of said lien; also the expenses of any such litigation.

Second, to the payment of all taxes which may be unpaid on said premises.

Third, to the payment of the unpaid note herein secured, and any and all sums expended in the protection of said property, as herein authorized.

Fourth, the residue, if any, will be paid to the Grantees herein, or their assigns.

In case of the death, absence, inability or refusal to act of said Trustee at any time when account under the foregoing power and trust may be required, the lawful owner and holder of said lien 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 this trusteeship.

IN WITNESS WHEREOF, we, the said Grantor and Grantee, have hereunto set our hands this the 29th day of May, 1982.

Jerry L Ellis
JERRY L. ELLIS

William H. Crawford
WILLIAM H. CRAWFORD

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named, William H. Crawford, the 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 29th day of May, 1982.

NOTARY PUBLIC

My commission expires: 11-9-83

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, the within named Jerry L. Ellis, the bargainor, with whom I am personally acquainted and who acknowledged that he executed the with instrument for the pruposes therein contained.

WITNESS my and and official seal at Nashville, Tennessee, this 29th day of May, 1982.

NOTARY PUBLIC

My commission expires: 11-9-83

432 06/02 231.00 MBX

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

RECEIVED OF _____

FOR _____

BOOK 5893 PAGE 272

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
			67000.00- CO	
			47000.00- MO	
			174.20 CO TX	
			45.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 231.70-	
0432A06/02/82			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

3889

G. 9

IDENTIF. REFERENCE

JUN 2 2 05 PM '82

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 884264