THIS INSTRUMENT PREPARED BY:
J. C. DALE, JR., ATTORNEY
Suite 205, 162 Fourth Avenue North
Nashville, Tennessee 37219

Installment Deed

BOOK 5305 PAGE 152

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Wallace Mitchell	Same	Map 34
(NAME): 1201 Gallatin Rd. N.	(NAME):	Parcels 25
(STREET ADDRESS OR ROUTE NUMBER): Madison Tenn. 37115	(STREET ADDRESS):	and 45
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Eighty-Two Thousand Five Hundred and No/100 ($82,500.00)---------- *Dollars,*

of which Twenty Thousand and No/100 ($20,000.00)---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Sixty-Two Thousand Five Hundred and No/100 ($62,500.00)---------- *Dollars,*

the said Wallace Mitchell

has executed

his Installment Note of even date herewith payable to the order of Katherine M. Bell in monthly installments of Six Hundred Three and 14/100 ($603.14) Dollars, including principal and interest at ten (10%) per cent per annum, the first such monthly installment being due and payable August 1, 1982 and a like monthly installment being due and payable on the 1st day of each consecutive month thereafter for two hundred forty (240) months or until such note is paid in full. Provided, said note may be paid in full at any time without penalty, and will be paid in full within five (5) years from the date of this deed. Said note provides

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, we, Katherine M. Bell and husband, Virgil C. Bell, Grantors,

have this day bargained and sold, and do hereby transfer and convey unto the said Wallace Mitchell, Grantee, and to his

heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the First Civil District of Davidson County, Tennessee as shown on Property Map 34 and being Parcels 25 and 45, and being more particularly described as follows:

Beginning at a P.K. nail in the west right-of-way of Gallatin Pike, said P.K. nail being the southeast corner of the Smith and McKinney Property, and the northeast corner of the hereindescribed tract, and being 1093.2', more or less, south of the south margin of Dry Creek Road; thence,

1. South 14° - 20' West a distance of 200.0' along the west margin of Gallatin Pike to an iron pin; thence,

2. Leaving said margin of Gallatin Pike, North 88° - 34' - 50" West a distance of 229.15' with the north line of the Monroe Property to an iron pin in the east right-of-way of the L & N Railroad; thence,

3. Continuing along the east right-of-way of the L & N Railroad, North 00° - 28' West a distance of 195.08' to an iron pin at the southwest corner of the Smith and McKinney property; thence,

"CONTINUED"

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $82,500.00

Subscribed and sworn to before me, this the 2nd day of July, 1982

Wallace M. Mitchell
Affiant

My commission expires: 3/30/85
(Affix Seal)

Judy M. Butler
Notary Public

4. Leaving the east right-of-way of the L & N Railroad, South 88° - 34' - 50" East a distance of 280.28' with the south line of the Smith and McKinney property to the point of beginning, containing 1.14 acres, more or less, as per survey by Turner Engineering Company dated 5-12-82 and referenced as Job 24-61.

Being part of the property conveyed to Robert L. Monroe and wife, Ermine Davis Monroe, by deed from Leland T. Davis of record in Book 966, Page 251, Register's Office for said County, and property devised to Mrs. R. L. Monroe by Will of Leland T. Davis, deceased of record in Will Book 122, Page 544, Probate Clerk's Office for said County. The said Ermine Davis Monroe and Mrs. R. L. Monroe having been one and the same person. The said Robert L. Monroe predeceased Ermine Davis Monroe, now deceased, and the said property was devised to Katherine M. Bell or Katherine Monroe Bell by Will of Ermine Davis Monroe probated as a Foreign Will in the Probate Court of Davidson County, Tennessee on May 13, 1982 as per Order of said Court recorded in Minute Book 277, Page 525, Probate Case No. 71656.

BOOK 5906 PAGE 153

a. In addition to the 1982 Metropolitan Property Taxes referred to hereinbelow there appears to be a supplemental assessment of $151.63 for 1981 plus 9-1/2% penalty if paid in May.

b. An easement for chartered right-of-way of the L & N Railroad on which said property borders in the rear.

c. An easement for sanitary sewer of record in Book 4621, Pages 603 and 609, said Register's Office.

d. A clearance easement to Tennessee Electric Power Company of record in Book 1001, Page 206.

This is improved(XX) unimproved ( ) property, known as Flower Shop, Gallatin Road, Madison, Tn. 37115
(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 Wallace Mitchell and to his ..... *(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 Metropolitan Nashville and Davidson County Property Taxes which are to be prorated as of the date of this deed, the accrued portion of such taxes to be deducted from the sales price and the Grantee assumes payment of said tax.

We *further covenant and bind* ourselves, and our assigns *heirs and* ~~successors~~ *to warrant and forever defend the title to said real estate to said* Wallace Mitchell, and to his ~~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 installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Wallace Mitchell ..... *hereinafter referred to as trustor(s) hereby transfer and convey unto* J. C. Dale, 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 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 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.

BOOK 5905 PAGE 154

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 2nd *day of* July, *19*82.

Katherine M. Bell
Katherine M. Bell

Virgil C. Bell
Virgil C. Bell

Wallace Mitchell
Wallace Mitchell

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Judy M. Butler, *a Notary Public in and for said County and State,* Wallace Mitchell

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* 2nd *day of* July, *19*82

Judy M. Butler *Notary Public*

NOTARY PUBLIC AT LARGE STATE OF TENN.

Commission expires 3/30/85

STATE OF ARKANSAS }
COUNTY OF PHILLIPS }

BOOK 5905 PAGE 155

Personally appeared before me, ..., *a Notary Public in and for said County and State,* Katherine M. Bell and husband, Virgil C. Bell .....

the within named bargainor...S, 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 WEST HELENA, ARK
this 29 *day of* July, *19* 82

E. L. Schaffer
Notary Public

Commission expires 1-30-84

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 .....

G.9 a 2 2 9

IDENTIF. REFERENCE

JUL 2 11 36 AM '82

FELIX Z. ROBERTSON JR. REGISTER
DAVIDSON COUNTY, TN

INSTALLMENT DEED

FROM

KATHERINE M. BELL AND HUSBAND,
VIRGIL C. BELL

TO

WALLACE MITCHELL

RUSH

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

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 5905 PG 156

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
			6250.00-	CO
			6250.00-	MO
			214.50	CO TX
			60.50	MO TX
			.50	PRFEE
			12.00	TDEED
	VD		12.00-	TDEED
			12.00	WDEED
			CHECK	237.50-
			600A07/02/82 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 9 8 2 2 9

IDENTIF. REFERENCE

JUL 2 11 36 AM '82

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 889620