INSTALLMENT DEED

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For and in Consideration of the sum of $45,000.00

Forty Five Thousand and - - - - - 00/100 ($45,000.00) Dollars,

of which Ten Thousand and 00/100 ($10,000.00) Dollars,

has been paid in cash by Charles Daniels and wife, Sherry Daniels

the receipt of which is hereby acknowledged, and for the remainder of $35,000.00

Thirty Five Thousand and 00/100 ($35,000.00) Dollars,

the said Charles Daniels and wife, Sherry Daniels have executed an Installment Deed Note of even date herewith in the principal sum of $35,000.00, payable to Letitia McClearen in 180 monthly installments as follows: Beginning on the 3rd day of September, 1982 the sum of Three Hundred Seventy Six and 12/100 ($376.12) Dollars, and thereafter on the 3rd day of each succeeding month the amount of Three Hundred Seventy Six and 12/100 ($376.12) until the amount of both principal and interest are paid in full. Said monthly installments are to be applied first to interest at the rate of 10% per annum, and the balance of each monthly installment to be applied to the principal amount.

all of said notes bearing ~~six~~ ten per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, I, Letitia Skelton McClearen,

have this day bargained and sold, and do hereby transfer and convey unto the said Charles Daniels and wife, Sherry Daniels, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 15th Civil District of Davidson County, Tennessee, being Lots Nos, 11, 12 and the northerly 31 feet front and 31 feet 3 inches of Lot No. 10 on the Plan of D. T. Crockett's Subdivision of part of Maplewood, of record in Book 421, page 159, Register's Office for said County, and more particularly described as follows:

SAID Lots front together 131 feet on the westerly side of Masonic Drive, formerly Maplewood Road, now known as Home Road, and run back 162½ feet on the northerly line and 136 feet, more or less, on the southerly line to the easterly line of the L&N Railroad right of way, measuring 132 feet 3 inches thereon.

BEING the same property conveyed to Charles L. McClearen, and wife, Letitia Skelton McClearen, by deed from T. V. Ellis and wife, Joe T. Gibson Ellis, of record in Book 2879, page 424, Register's Office for Davidson County, Tennessee. The said Charles L. McClearen having since died.

This is improved (X) / unimproved ( ) property, known as 912 Home Road, Nashville, Tennessee 37216
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Charles Daniels and wife, Sherry Daniels, their heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind my heirs and representatives, to warrant and forever defend the title to said real estate to said Charles Daniels and wife, Sherry Daniels, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said Charles Daniels and wife, Sherry Daniels

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do hereby transfer and convey unto Orville White, 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.

we, the said Charles Daniels and wife, Sherry Daniels do 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 $ 35,000.00 until the notes herein secured are 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 and holder of said notes, as his interst may appear.

we further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if we, the said Charles Daniels and wife, Sherry Daniels shall pay the notes aforesaid when due, according to their 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 we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; if we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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. we agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. we further agree 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 notes 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 Charles Daniels and wife, Sherry Daniels 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 lien notes, or, if more than one, then of the first-maturing unpaid 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 Orville White, Jr., Trustee, shall be vested in said successor.

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 his trusteeship.

IN WITNESS WHEREOF, we, the said Letitia Skelton McClearen and Charles Daniels and wife, Sherry Daniels hereunto set our hands at Nashville, Tennessee, this the 3rd day of August 1982

Letitia Skelton McClearen

Charles Daniels

Sherry Daniels

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**STATE OF TENNESSEE**
**Davidson County**

Personally appeared before me, Paul G. Blankenship, a Notary Public in and for said County and State, the within named Letitia Skelton McClearen, Charles Daniels and wife, Sherry Daniels

the 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 3rd day of August, 1982.

Paul G. Blankenship, Notary Public.

Commission Expires July 21, 1984

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**STATE OF** _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor___, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19___

_____, Notary Public.

Commission Expires _____

OFFICIAL RECEIPT

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Before me, ..... , a Notary Public of the State and

County aforesaid, personally appeared .....,

with whom I 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 .....

(over for additional acknowledgements)

RUSH

AUG 4 | 28 PM '82
FELIX E. WILSON, REGISTER
DAVIDSON COUNTY, TN

T. IDENTIF. REFERENCE

H 0 2 6 5 4

# INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Charles Daniels, et ux | Charles Daniels, et ux | Map 72-2 |
| (NAME) | (NAME) | |
| 1411 E. Riverwood Dr. | 1411 E. Riverwood Drive | Parcel 66 |
| (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | |
| Nashville, Tenn. 37216 | Nashville, Tennessee 37216 | 15DA 7130 |
| (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | |

THIS INSTRUMENT WAS PREPARED BY

Paul G. Blankenship
Attorney at Law
3311 Gallatin Road
Nashville, Tennessee 37216

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 45,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 3rd DAY OF August, 19 82.

Notary Public

MY COMMISSION EXPIRES: July 21, 1984

(AFFIX SEAL)

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

RECEIVED OF _____

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| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | 45000.00- CO | |
| | | | 35000.00- MO | |
| | | | 117.00 CO TX | |
| | | | 33.00 MO TX | |
| | | | .50 PRFEE | |
| | | | 12.00 WDEED | |
| | | | CHECK | 162.50- |
| 1610A08/04/82 | | | BAL | .00 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 0 2 6 5 4

IDENTIF. REFERENCE

AUG 4 1 28 PM '82

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 895023