OFFICIAL RECEIPT

INSTALLMENT DEED



FOR AND IN CONSIDERATION of the sum of FIVE HUNDRED FIFTY-FIVE THOUSAND AND NO/100 ($555,000.00) DOLLARS of which ONE HUNDRED FIFTY-FIVE THOUSAND AND NO/100 ($155,000.00) DOLLARS has been paid in cash by the GRANTEE the receipt of which is hereby acknowledged, and for the remainder FOUR HUNDRED THOUSAND AND NO/100 $(400,000 00) DOLLARS, the said GRANTEE has this day executed its one promissory note of even date herewith in the original principal sum of $400,000.00 payable to the order of Grantors and executed by the Grantees and given as part of the purchase money on the herein described property. Said note is payable as follows: (a) 120 consecutive monthly installments of interest only, interest being at the rate of 10% per annum on the unpaid principal sum. The first interest payment falling due on the 1st day of December, 1982 and continuing in consecutive monthly interest payments as aforesaid until both principal and interest are fully paid; (b) Ten annual principal payments as follows: October 28, 1983--$1,000.00 principal payment, October 28, 1984--$1,000.00 principal payment, October 28, 1985--$1,000.00 principal payment, October 28, 1986- $1 000.00 principal payment, October 28, 1987--$1,000.00 principal payment October 28 1988--$1,000.00 principal payment, October 28, 1989--$1,000.00 principal payment, October 28, 1990--$1,000.00 principal payment, October 28, 1991--$1,000.00 principal payment, October 28, 1992--$1,000.00 principal payment; (c) Beginning December 1, 1992, the remaining unpaid principal sum of $390,000.00, plus any accrued unpaid interest will be payable in 35 consecutive monthly installments of $12,584.21 each, including interest, interest being at the rate of 10% per annum on the unpaid principal sum, and a 36th and final installment becoming due and payable on November 1, 1995 in the amount of the then unpaid principal sum together with any accrued interest. The first payment falling due on the 1st day of December, 1992 and continuing in consecutive monthly installments as aforesaid until both principal and interest are fully paid. Amounts paid, except the annual principal installment payments which will be applied to principal only, will be credited first to interest due; balance to unpaid principal sum. That on December 1, 1992 should the $390 000.00 be prepaid in part, then the unpaid principal sum, including any unpaid accured interest, may be re-amortized over 36 consecutive monthly installments including interest at the rate of 10% per annum so as to reduce the $12,584.21 installment to a lesser amount and said payment would commence on December 1, 1992 and continue on the 1st day of each succeeding month until all principal and unpaid accrued interest has been paid in full. The Grantee agrees to pay the Grantor the full amount of the unpaid principal sum and accumulated interest on the property before selling or transferring the property, unless it has the holders consent to do otherwise. Grantee may pay all or any portion of said indebtedness at any time after 3 years from date of deed, without penalty, except accrued interest. Grantee may not prepay any portion of said indebtedness until after the third anniversary of the date of deed.

Said note bearing 10 per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said note, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, JOHN R. OAKLEY, THE GRANTOR has this day bargained and sold, and does hereby transfer and convey unto the ARLINGTON COURT LTD., a Tennessee Limited Partnership, THE GRANTEE its successors and assigns, certain real estate in Davidson County, Tennessee as follows:

Land in Davidson County, Tennessee, being Lots Nos. 1, 2 and 3 on the Map of O. H. Shields' Resubdivision of Lot No. 69, in O. B. Hayes Rokeby Addition, as of record in Book 161, Page 158, Register's Office for said County.

Said Lots Nos. 1, 2 and 3 front together 173.6 feet on the westerly side of 18th Avenue, South and extend back between parallel lines, with the northerly margin of Belcourt Avenue, 150 feet to an alley.

Being the same property conveyed to John R. Oakley by deed from First American National Bank of Nashville and Eguene B. Bradley, as surviving co-trustees for the Estate of Mamie B. Bradley, of record in Book 4858, Page 737, Register's Office for Davidson County, Tennessee.

This instrument is made subject to all applicable local government planning, building and zoning regulations. Arlene Oakley joins in this conveyance for the purpose of conveying any marital rights she may have.
The Contract of Sale survives the closing.

This is improved property known as 1707-1709 and 1711 18th Ave. South, Nashville,TN

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said GRANTEE and its successors, 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 myself and my heirs and representatives, to warrant and forever defend the title to said real estate to said GRANTEE, ~~ITS SUCCESSORS~~ ~~XXXX~~ 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 IT in hand paid, WE, the said GRANTEE

do hereby transfer and convey unto TOM G. COLEMAN, 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 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 $ ~~insurable interest~~ 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.

It 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 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 GRANTEE 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; 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 GRANTEE 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 TOM G. COLEMAN, 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 GRANTOR and GRANTEE hereunto set our hands at Nashville, Tennessee, this the 28th day of October 19 82.

ARLINGTON COURT LTD., A Tennessee Limited Partnership

By: Bill Wills
BILL WILLS, General Partner

John R. Oakley
JOHN R. OAKLEY

Arlene Oakley
ARLENE OAKLEY

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

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JOHN R. OAKLEY AND WIFE, ARLENE OAKLEY

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 28th day of October, 19 82

Commission Expires: Oct 21 1984

Notary Public.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid personally appeared BILL WILLS, with whom I am personally acquainted, and who upon oath, acknowledged himself to be General Partner of ARLINGTON COURT LTD., a Tennessee Limited Partnership, the within named bargainor, a partnership, and that he as such General Partner, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as General Partner.

Witness my hand and seal, this 28th day of October, 1982.

NOTARY PUBLIC

My commission expires: Oct 21 1984

OFFICIAL RECEIPT

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5956 PAGE 320

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)

111618

IDENTIF. REFERENCE

OCT 28 | 54 PM '82

REGISTER'S OFFICE
DAVIDSON COUNTY, TN.

RUSH

INSTALLMENT DEED

FROM
JOHN R. OAKLEY

TO
ARLINGTON COURT LTD.

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO | MAP-PARCEL NUMBERS |
|---|---|---|
| ARLINGTON COURT LTD., A Tennessee Limited Partnership (NAME) | New Owner (NAME) | Map 104-8 |
| 3918 Clifton Ave (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | Parcel 174 |
| Nash. Tn. 37215 (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | 22W-15105 |

THIS INSTRUMENT WAS PREPARED BY

Tom G. Coleman, Jr.
Attorney at Law
9000 East Church Street
Brentwood, TN 37027

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$555,000.00 Tom G. Coleman
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28 DAY OF October 19 82

B. Edwards
Notary Public

MY COMMISSION EXPIRES: Dep. Reg.

(AFFIX SEAL)

**OFFICIAL RECEIPT**

**FELIX Z. WILSON, II**

**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

RECEIVED OF _____

FOR _____ BOOK 5956 PAGE 321

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | [illegible]- CO | |
| | | | [illegible]- MO | |
| | | | 1443.00 CO TX | |
| | | | 396.00 MO TX | |
| | | | .50 PRFEE | |
| | | | 13.00 WDEED | |
| | | | CHECK 1853.50- | |
| 10/20/82 | 657841 | | 2AL .00 | |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

T. IDENTIF. REFERENCE

Oct 20 1 54 PM '82

FELIX Z. WILSON, II REGIST. DAVIDSON COUNTY, TN

No. 907157