OFFICIAL RECEIPT

THIS INSTRUMENT PREPARED BY:
FOLEY & WEISS, ATTYS.
SUITE 903 FIDELITY FEDERAL BLDG.
NASHVILLE, TENNESSEE 37219

INSTALLMENT DEED

BOOK 5980 PAGE 739

For and in Consideration of the sum of TWENTY FIVE THOUSAND AND NO/100 ($25,000.00) Dollars, of which SEVEN THOUSAND FIVE HUNDRED and No/100 Dollars, has been paid in cash by PHILIP J. PRICE and wife, JOANNE I PRICE, the receipt of which is hereby acknowledged, and for the remainder SEVENTEEN THOUSAND FIVE HUNDRED and No/100 ($17,500.00) Dollars, the said PHILIP J. PRICE and wife, JOANNE I PRICE, have (1) assumed and agreed to pay the unpaid principal balance in the amount of $3,016.72 and secured by an installment deed of record in Book 5063, page 86, Register's Office for Davidson County, Tennessee and for the remainder of $14,483.28 have (2) executed their joint promissory note of even date payable to the order of the Grantor herein in 60 monthly installments of #322.25 each, including interest at the rate of 12% per annum, beginning one month from date, with the final installment, if not sooner paid, being due and payable on the 27th day of July, 1987. Payments to be credited first to the payment of interest on the unpaid principal balance as shall from time to time remain unpaid, remainder to principal.

Avelyn P. Culver, the wife of E. M. Culver, joins in the execution of this deed for the purpose of releasing any and all rights that she may have or be entitled to in the herein described property, especially marital

all of said notes bearing six 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. E. M. Culver

have this day bargained and sold, and do hereby transfer and convey unto the said PHILIP J. PRICE and wife, JOANNE I. PRICE, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING PARTS of Lots Nos. 38 and 39 on the Plat of Richardson Place Subdivision, as of record in Book 547, page 135, Register's Office for said County, described together as follows:

BEGINNING on the southerly margin of Woodland, formerly Plum Street, at the northeast corner of the property conveyed to John T. Layne by deed from Joseph L. Colorigh and wife, of record in Book 1489, page 327, said Register's Office; thence with Layne's easterly line, southwestwardly 190 feet, more or less, to his southeast corner; thence westwardly 64 feet to the line between Lots Nos. 37 and 38; thence with the line between Lots Nos. 37, 38, 12 and 39, southwardly 247 feet to the northwest corner of Lot No. 13; thence with the northerly line of Lots Nos. 13 and 14, eastwardly 104 feet to the southwest corner of the property conveyed to Ellis D. Heath and wife, by deed from William B. Henderson and wife, of record in Book 1368, page 92, said Register's Office; thence with Heath's westerly line northwardly 75 feet to his northwest corner; thence with his northerly line eastwardly 200 feet to the westerly margin of South 19th Street; thence with the westerly margin of South 19th Street and the westerly line of Lot No. 40, northwardly 352 feet to the southerly line of the Richardson 10-¼ acre tract; thence with the southerly line of said tract and the southerly margin of Woodland Street westwardly 205 feet to the beginning.

Being the same property conveyed to E. M. Culver by deed from William C. Gifford and wife, Sue Gifford, of record in Book 5063, page 86, said Register's Office.

This is unimproved (X) improved ( ) property, know as 1810 Woodland Street, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

OFFICIAL RECEIPT

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said PHILIP J. PRICE and wife, JOANNE I. PRICE, 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., except for 1982 taxes which have been prorated and assumed by the Grantees herein. I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said PHILIP J. PRICE and wife, JOANNE I PRICE, 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 PHILIP J. PRICE and wife, JOANNE I. PRICE,

do hereby transfer and convey unto PETER WIESS, 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 PHILIP J. PRICE and wife, JOANNE I. PRICE,

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 $ N/A 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 PHILIP J. PRICE and wife, JOANNE I. PRICE, 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 PHILIP J. PRICE and wife, JOANNE I. PRICE, representatives or assigns.

OFFICIAL RECEIPT

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 PETER WEISS, 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 E. M. CULVER and wife, AVOLYN P. CULVER, and PHILIP J. PRICE and wife, JOANNE I. PRICE, hereunto set our hands at Nashville, Tennessee, this the 27th day of July 1982

E M Culver

Avolyn P. Culver

Philip J. Price

Joanne I. Price

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named E. M. Culver and wife, Avolyn P. Culver, and Philip J. Price and wife, Joanne I. Price.

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 27th day of July, 1982

Notary Public

Commission Expires 4/22/84

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 }

BOOK 5980 PAGE 742

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)

H 22558

IDENTIF. REFERENCE

DEC 21 3 31 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

INSTALLMENT DEED

FROM

E. M. CULVER

TO

PHILIP J. PRICE and wife,

JOANNE I. PRICE,

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

TOOLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
PHILIP J. PRICE (NAME)	OWNERS (NAME)	Map 83-10
1809 Woodland Trace (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 321
Nashville, Tn. 37206 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	23W-07118

THIS INSTRUMENT WAS PREPARED BY

FOLEY & WEISS, ATTORNEYS
1208 Fidelity Federal Building
Nashville, Tennessee 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$25,000.00 Philip J. Price
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 27th DAY OF July, 1982.

Notary Public

MY COMMISSION EXPIRES: 4/22/84

(AFFIX SEAL)

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

RECEIVED OF _____

FOR _____

BOOK 5980 PAGE 743

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
			25000.00- CO	
			14483.28- MO	
			65.00 CO TX	
			12.50 MO TX	
			.50 PRFEE	
			12.00 TDEED	
			CHECK	90.00-
6759A	12/21/82		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 2 2 5 5 8

IDENTIF. REFERENCE

DEC 21 3 31 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 916987