THIS INSTRUMENT PREPARED BY:
HARLAN DODSON, Attorney at Law
P.O.Box 2524,Nashville, TN 37219

Installment Deed

BOOK 6001 PAGE 741

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. & Mrs. Ray N. Evans, Jr.	Same	103-12
(NAME)	(NAME)	
230 Lauderdale Road	Same	126
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37205	Same	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Ninety-Three Thousand Five Hundred and No/100 ($93,500.00) *Dollars,*

of which Eighteen Thousand Five Hundred and No/100 ($18,500.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Seventy-Five Thousand and No/100 ($75,000.00) *Dollars,*

RAY N. EVANS, JR., et ux, LINDA M. EVANS (hereinafter "Grantees")

have executed

their installment deed note of even date herewith in the face amount of Seventy-Five Thousand and No/100 ($75,000.00) Dollars with interest at 11½% payable at Seven Hundred Forty-Two and 72/100 ($742.72) dollars per month, including principal and interest, the first monthly payment being due March 1, 1983, with balance then remaining at the end of three (3) years to be paid in one lump sum with interest on said lump sum payment from February 1, 1983 to date of payment and with full right of prepayment at any time without penalty,

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, VIRGIL W. FRANCIS, JR., JOHN J. FRANCIS, PAUL FRANCIS, GREG FRANCIS, CHARLES WILLIAM MILLER, JR., DAVID MILLER and JEFF MILLER, constituting all of the devisees under the Last Will and Testament of PAULINE ROLER FRANCIS, of record in Will Book 134, Page 102, Probate Court Clerk's Office in Davidson County, Tennessee, (hereinafter "Grantors") *have this day bargained and sold, and do hereby transfer and convey unto the said* Grantees

their *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, being Lot No. 23 and the southwesterly 1/2 of Lot No. 22, Block "C" on the Map of Cherokee Park, Second Section, as of record in Book 547, pages 175 and 176, Register's Office for said County, and described as follows:

Beginning at a point on the easterly margin of Lauderdale Road at the common corner of Lots 24 and 23; thence with the margin of said Road as follows: North 19 deg.50' west 58.71 feet to a point, north 5 deg.40' east 61 feet to a point, north 32 deg.21' east 61.25 feet to a point; thence southeasterly, through Lot 22, to a point, the common corner of Lots 21, 22, 23 and 24; thence with the line between Lots 23 and 24, southwesterly, 160 feet to the beginning.

Being the same property conveyed to Virgil W. Francis and wife, Pauline R. Francis by deed from Raymond Francis and wife, Gladys H. Francis, of record in Book 3027, Page 263, said Register's Office; the said Virgil W. Francis having predeceased Pauline R. Francis, and being the same property devised to Grantors under the Last Will and Testament of Pauline Roler Francis, by Will in Will Book 134, Page 104, Probate Court Clerk's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $93,500.00

Subscribed and sworn to before me, this the 10th day of February 1983

Affiant

My commission expires: July 24 1984 (Affix Seal)

Notary Public

unimproved ( )
This is improved ( ) property, known as 230 Lauderdale Road, Nashville, Tennessee 37205
(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 Grantee *and* their *(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.*

Grantors *further covenant and bind* themselves, their *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantee their *(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 Grantee, RAY N. EVANS, JR. and wife, LINDA M. EVANS *hereinafter referred to as trustors, hereby transfer and convey unto* HARLAN DODSON, *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 $93,500.00, *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

OFFICIAL RECEIPT

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 X/11½% percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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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* Feb. *, 19*83

Ray N. Evans Jr.
RAY N. EVANS, JR.

Linda M. Evans
LINDA M. EVANS

Virgil W. Francis Jr.
VIRGIL W. FRANCIS, JR.

John J. Francis
JOHN J. FRANCIS

Paul Francis
PAUL FRANCIS

GREG FRANCIS

Charles William Miller Jr.
CHARLES WILLIAM MILLER, JR.

David Miller
DAVID MILLER

Jeff Miller
JEFF MILLER

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., *a Notary Public in and for said County and State,* VIRGIL W. FRANCIS, JR.

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* 17th *day of* December, *19*82

Lynda Sue Randolph
Notary Public

Commission expires January 20 1985

LYNDA SUE RANDOLPH NOTARY PUBLIC DAVIDSON COUNTY, TENNESSEE

OFFICIAL RECEIPT

STATE OF Maryland

BOOK 6001 PAGE 744

COUNTY OF Montgomery

Personally appeared before me, Ryland D. Paskett *a Notary Public in and for said County and State,* DR. JOHN J. FRANCIS

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 Chevy Chase, Md

this 20th *day of* January, *19*82.

Ryland D. Paskett *Notary Public*

Commission expires 7/1/86

MONTGOMERY COUNTY, MD. NOTARY PUBLIC RYLAND D. PASKETT

SEE NEXT PAGE FOR ADDITIONAL ACKNOWLEDGEMENTS

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 .....

INSTALLMENT DEED

FROM

TO

Compliments of
Madison Title Company
320 Gallatin Road
MADISON, TENNESSEE 37115
Representing
Chicago Title Insurance Company
CHICAGO, ILLINOIS

STATE OF Tennessee :
COUNTY OF Davidson :

Personally appeared before me, Brenda Sue Randolph, a Notary Public in and for said County and State, PAUL FRANCIS, 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 the 24th day of January, 1983.

Brenda Sue Randolph
NOTARY PUBLIC

My Commission Expires:
January 20th 1985

STATE OF Tennessee :
COUNTY OF Davidson :

Personally appeared before me, Brenda Sue Randolph, a Notary Public in and for said County and State, GREG FRANCIS 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 the 25th day of January, 1983.

Brenda Sue Randolph
NOTARY PUBLIC

My Commission Expires:
January 25th 1985

PROVINCE ~~STATE~~ OF BRITISH COLUMBIA
COUNTY OF VICTORIA :

Personally appeared before me, ROBERT GORDON FAWCETT a Notary Public in and for said County and State, CHARLES WILLIAM MILLER, JR. 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 VICTORIA B.C., this the 14TH day of JANUARY, 1983.

NOTARY PUBLIC

My Commission Expires:

PERMANENT COMMISSION

GORDON FAWCETT — NOTARY PUBLIC
In and for the Province of British Columbia
655 Fort Street, Victoria, B.C. V8W 1G8
Telephone 384-9335

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STATE OF Texas :
COUNTY OF Dallas :

Personally appeared before me, Diane Walker, a Notary Public in and for said County and State, DAVID MILLER, 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 Dallas Dallas, Texas, this the 29th day of December, 1982.

Diane Walker
NOTARY PUBLIC

My Commission Expires:
3-18-86

H 29300
IDENTIF. REFERENCE
FEB 2 3 14 PM '83
FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN

STATE OF Texas :
COUNTY OF Dallas :

Personally appeared before me, Diane Walker, a Notary Public in and for said County and State, JEFF MILLER, 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 Dallas Dallas, Texas, this the 29th day of December, 1982.

Diane Walker
NOTARY PUBLIC

My Commission Expires:
3-18-86

STATE OF Tennessee :
COUNTY OF Davidson :

Personally appeared before me, Kathy McKee, a Notary Public in and for said County and State, RAY N. EVANS, JR. and wife, LINDA M. EVANS, the within named 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 the 2nd day of February, 1983.

Kathy McKee
NOTARY PUBLIC

My Commission Expires:
July 21, 1984

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

RECEIVED OF _____ BOOK 6001 PAGE 747

FOR _____

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
243.10 CO TX
73.00 MO TX
.50 PRFEE
16.00 MORTG
CHECK 344.60-

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 29300

IDENTIF. REFERENCE

FEB 2 3 34 PM '83

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 927281