Installment Deed

BOOK 6021 PAGE 108

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Doyle S. Gaw and/or John D. Walker	Doyle S. Gaw and/or John D. Walker	62-0-110
(NAME:)	(NAME:)	
97 Wallace Road	97 Wallace Road	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37211	Nashville, Tennessee 37211	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED SIXTY THOUSAND AND NO/100 ($160,000.00)----------*Dollars,* *of which* ----------SIXTY THOUSAND AND NO/100 ($60,000.00)---------- ----------*Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* ONE HUNDRED THOUSAND AND NO/100 ($100,000.00)----------*Dollars,*

Doyle S. Gaw and John D. Walker

have executed

an installment deed note in the principal amount of $100,000.00 payable to the order of A.V. Oakes (one third), Jim B. Smith,(one-third) Mary Margaret Oakes, Rita Ann Oakes Price, Ellen Lisa Oakes (one third) on or before six months from date with interest at the rate of 11% per annum.

This Instrument Was Prepared By

Phillips Davidson (gf)

Of The Law Firm Pedigo & Davidson

Stahlman Building: Nashville, Tennessee

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, A. V. Oakes, Jim B. Smith, Mary Margaret Oakes, Rita Ann Oakes Price and Ellen Lisa Oakes *have this day bargained and sold, and do hereby transfer and convey unto the said* Doyle S. Gaw and John D. Walker, their (~~HEIRS~~), *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being the 1.34 acre tract that is shown on Music City Villa, Section 3, as of record in Plat Book 5190, page 693, Register's Office for Davidson County, Tennessee, more completely described as follows:

Beginning at a point in the southerly margin of Music City Circle; thence south 77 deg. 49' 31" east a distance of 178.41 feet along the southerly margin of Music City Circle;thence in an arc in a southeasterly direction a distance of 35.51 feet to a point in the westerly margin of Music Valley Drive; thence along the westerly margin of Music Valley Drive south 10 deg. 00' 05" east a distance of 235.27 feet to an iron pin; thence north 77 deg. 49' 31" west a total distance of 295.00 feet to an iron pin; thence north 12 deg. 10' 29" east a distance of 236.54 feet to the point of beginning.

Being part of the property conveyed to A. V. Oakes, Jim B. Smith, Mary Margaret Oakes, Rita Ann Oakes Price and Ellen Lisa Oakes by deed from Fannie Miller of record in Book 5398, page 607, and Book 4546, page 287, Register's Office for Davidson County,Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 160000.00

Affiant

Subscribed and sworn to before me, this the 14th day of March, 19 83

My Commission expires: May 16, 1986 (Affix Seal)

Notary Public

Power of Attorney for Rita Ann Oakes Price to Mary Margaret Oakes is recorded in Book 6015, page 143, Register's Office for Davidson County, Tennessee.

unimproved (X)
This is improved ( ) property, known as ..... (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 Doyle S. Gaw and John D. Walker, their ~~XXXXXXXXX~~ *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.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Doyle S. Gaw and John D. Walker, their (~~XXXXXXX~~), *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 Doyle S. Gaw and John D. Walker *hereinafter referred to as trustors, hereby transfer and convey unto* Phillip Saindon, *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.

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 14th *day of* March, *19*83.

Doyle S. Gaw

John D. Walker

A.V. Oakes

Jim B. Smith

Mary Margaret Oakes

Ellen Lisa Oakes

By: Mary Margaret Oakes
Mary Margaret, Attorney in Fact
for Rita Ann Oakes Price

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* A. V. Oakes, Jim B. Smith, Mary Margaret Oakes and Ellen Lisa Oakes

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 Nashville, *Tennessee, this* 14th *day of* March, *19* 83

Betty B. Simmons *Notary Public*

Commission expires May 10, 1986

BOOK 6021 PAGE 111

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Doyle S. Gaw and John D. Walker *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 Nashville, Tennessee *this* 14th *day of* March, *19* 83.

Betty B Simmons
Notary Public

Commission expires May 10, 1986

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 14th day of March, 1983, before me personally appeared Mary Margaret Oakes, to me known to be the person who executed the foregoing instrument in behalf of Rita Ann Oakes Price acknowledged that she executed the same as the free ace and deed of said Rita Ann Oakes Price.

WITNESS my hand and official seal at Nashville, Tennessee, this 14th day of March, 1983.

Betty B Simmons
Notary Public

My commission expires:

May 10, 1986

H 36154

IDENTIF. REFERENCE

MAR 15 11 56 AM '83

FELIX P. NELSON II REGISTER
DAVIDSON COUNTY, TN

INSTALLMENT DEED

FROM A. V. OAKES, JIM B. SMITH, MARY MARGARET OAKES, RITA ANN OAKES PRICE and ELLEN LISA OAKES

TO DOYLE S. GAW, ET AL

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

BOOK 6021 PAGE 112

RECEIVED OF _____

FOR _____

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			160000.00- CO	
			100000.00- MO	
			416.00 CO TX	
			98.00 MO TX	
			.50 PRFEE	
			12.00 MDELD	
			CHECK 526.50-	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 3 6 1 5 4

IDENTIF. REFERENCE

MAR 15 11 56 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 935287