INSTALLMENT DEED

BOOK 6023 PAGE 686

For and in Consideration of the sum of

EIGHTY-ONE THOUSAND AND NO/100 ($81,000.00) Dollars,

of which TWENTY THOUSAND TWO HUNDRED FIFTY AND 08/100 ($20,250.08) Dollars,

has been paid in cash by THE GRANTEES

the receipt of which is hereby acknowledged, and for the remainder

SIXTY THOUSAND SEVEN HUNDRED FORTY-NINE AND 92/100 ($60,749.92) Dollars,

the said GRANTEES have this day executed their promissory notes which total $60,749.92, but are payable and described as follows: One promissory note of even date in the original principal sum of $30,374.96 and payable to the order of Roger Smith and executed by the Grantees and given as part of the purchase money on the herein described property. Said note is payable 28 consecutive quarterly installments of $1,084.82 each, plus interest, interest being at the rate of 9-3/4% per annum on the unpaid principal sum. The first payment falling due on the 17th day of June, 1983 and thereafter said consecutive quarterly installment payments shall continue quarterly on the 17th day of September, December, March and June of each consecutive year as aforesaid until both principal and interest are fully paid. Amounts paid will be credited first to interest due; balance to unpaid principal sum.

One promissory note of even date in the original principal sum of $30,374.96 and payable to the order of Dessa Smith and executed by the Grantees and given as part of the purchase money on the herein described property. Said note is payable in 28 consecutive quarterly installments of $1,084.82 each, plus interest, interest being at the rate of 9-3/4% per annum on the unpaid principal sum. The first payment * all of said notes bearing 9-3/4% 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, ROGER SMITH, unmarried, and DESSA SMITH, unmarried, the GRANTORS

have this day bargained and sold, and do hereby transfer and convey unto the said

EARL C. SHACKLETT, JR., his heirs and assigns,

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

Being a tract of land in the Second Civil District of Davidson County, Tennessee, described according to a survey by Southern Consultants, Inc., June 20, 1979, and described as follows:

Beginning at a point in the southerly margin of Thompson Place, said point being the northeast corner of the Terrace Hills Apartments, lying in the West margin of a 25' x 240' easement for a private road lying on the property described herein as of record in Book 3035, Page 55, and being the northwest corner of the propery herein described; thence with said Thompson Place, North 82 degrees 24 minutes 53 seconds East through an iron pin in the East margin of the aforementioned easement at 25 feet a total distance of 194.63 feet to a point in the northwest corner of the Crestview Apartments; thence leaving Thompson Place, with Crestview Apartments' West line South 8 degrees 45 minutes 37 seconds East 174.79 feet to a point in a corner with Terrace Hills Apartments; thence leaving said Crestview Apartments with the line of Terrace Hills Apartments, South 81 degrees 31 minutes 03 seconds West passing through an iron pin in the East margin of the aforementioned private road easement at 170.00 feet a total distance of 195.00 feet to a point in the West margin of the said easement; thence with the West margin of said easement and the East line of Terrace Hills Apartments, North 8 degrees 38 minutes 37 seconds West 177.87 feet to the point of beginning, containing (34,341 sq. ft.) 0.79 acres, more or less.

Being the same property conveyed to Roger Smith and Dessa Smith by Trustee's Deed from Tom G. Coleman, Jr., Trustee of record in Book 5983, Page 474, Register's Office for Davidson County, Tennessee.

This instrument is made subject to a 25-ft. easement on the westerly side of the property, as shown in Book 3035, Page 55, said Register's Office, possible encroachment on the south 2-ft. of the property as shown in the deed of record in Book 4151, Page 171, said Register's Office, the property lying west of subject property which ** see back pg.

Unimproved ( )
This is improved (X) property, known as 1010 Thompson Place, Nashville, Tennessee
(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 GRANTORS heirs and assigns forever we covenant that we 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 and our heirs and representatives, to warrant and forever defend the title to said real estate to said GRANTEES 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 GRANTEES

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 Grantees 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 $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.

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 Grantees 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 ~~the borrowers~~ 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 GRANTORS BOOK 6023 PAGE 688 and GRANTEES hereunto set our hands at Brentwood, Tennessee, this the 17th day of March 19 83

Dessa A. Smith

Earl C. Shacklett Jr

Roger Smith by Tom G. Coleman as attorney in fact

STATE OF TENNESSEE)
~~Davidson~~ County of Williamson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named DESSA SMITH and EARL C. SHACKLETT, JR.

the 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 Brentwood Tennessee, this 17th day of March, 19 83

Linda Worden, Notary Public

Commission Expires 10/21/84

STATE OF TENNESSEE)

COUNTY OF WILLIAMSON)

On this 17th day of March, 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared TOM G. COLEMAN, JR to me known to be the person who executed the foregoing instrument in behalf of ROGER SMITH, and acknowledged that he executed the same as the free act and deed of the said ROGER SMITH.

Witness my hand and seal at Brentwood, Tennessee, this the 17th day of March, 1983.

Linda Worden
NOTARY PUBLIC

My commission expires: 10/21/84 .

*falling due on the 17th day of June, 1983 and thereafter said consecutive quarterly installment payments shall continue quarterly on the 17th day of September, December, March and June of each consecutive year as aforesaid until both principal and interest are fully paid. Amounts paid will be credited first to interest due; balance to unpaid principal sum.
In the event of foreclosure, pay-off or additional payments received, the money will be divided equally as credits on the two notes and paid to each note-holder.

**has been filed as a recorded plan in Plat Book 4060, Page 29, showing a line length of 176.03 feet and which was later corrected by James Murphy, Surveyor and signer of the plat to show 177.87 feet, and said 177.87 feet is the distance shown in the description of subject property, and to all applicable local government planning, building and zoning regulations.

The previous Grantors allowed adjacent property owners to black top some of subject property and to use same, and therefore, in the absence of any written document, it is assumed that those persons are licensee; however, unrestricted use of this are is not guaranteed.

This is not the usual place of residence of the Grantee.

Dessa Smith and Dessa A. Smith are one and the same person.

INSTALLMENT DEED

FROM

ROGER SMITH AND DESSA SMITH

TO

EARL C. SHACKLETT, JR.

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

RUSH

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TN
MAR 21 8 26 AM '83

IDENTIF. REFERENCE

H 3 7 0 9 1

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Earl C. Shacklett, Jr. (NAME)	New Owner (NAME)	Map 107-13
9026 Old Smyrna Rd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 134
Brentwood, TN 37027 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	2DA-55960

THIS INSTRUMENT WAS PREPARED BY

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

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ Williamson

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

$ 81,000.00 William A. Vinsel
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 17th DAY OF March, 1983.

Lynda Wardlaw
Notary Public

MY COMMISSION EXPIRES: 10/21/84

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF_____

FOR_____

BOOK 6023 PAGE 630

CO -CONVEYANCE	CC -CERTIFIED COPY	MISC -MISCELLANEOUS
MO -MORTGAGE	REL -RELEASE	COTX -STATE TAX CONVEY
WD -WARRANTY DEED	UCC -UNIFORM COMMERCIAL CODE	MOTX -STATE TAX MORT
TD -TRUST DEED		PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			61000.00- CO	
			60749.92- MO	
			210.60 CO TX	
			58.70 MO TX	
			.50 PRFEE	
			12.00 TDEED	
			CHECK	291.80-
4442403/21/63			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

IDENTIF. REFERENCE

MAR 21 8 26 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

H 3709 I:

No. 936353