INSTALLMENT DEED BOOK 6049 PAGE 770

For and in Consideration of the sum of $22,500.00

Twenty Two Thousand Five Hundred and 00/100 ($22,500.00) Dollars,

of which Seven Thousand Five Hundred and 00/100 ($7,500.00) Dollars,

has been paid in cash by Tony Wesley Flatt and wife, Theresa Lynnette Flatt

the receipt of which is hereby acknowledged, and for the remainder of $15,000.00

Fifteen Thousand and 00/100 ($15,000.00) Dollars,

the said Tony Wesley Flatt et ux, Theresa Lynnette Flatt have executed an Installment Deed Note of even date herewith in the principal sum of $15,000.00 payable to Lucille Cushman Hampton in one installment of $15,000.00 plus interest at the rate of 12% per annum, on or before the 3rd day of July, 1983.

all of said notes bearing ~~six~~ twelve 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, Lucille Cushman Hampton, Executrix of the estate of Pauline Cushman Bozzar, deceased have this day bargained and sold, and do hereby transfer and convey unto the said Tony Wesley Flatt and wife, Theresa Lynnette Flatt, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 7 on the Map of Haley's Subdivision of part of Block 5, in G. T. Shegog's Subdivision of Bordeaux, as of record in Book 547, Page 155, Register's Office for said County.

Said Lot No. 7 fronts 80 feet on the northerly side of River Drive and runs back between parallel lines 183 feet on the easterly line and 179 feet on the westerly lined to a dead line and shows 80 feet thereon.

Being the same property conveyed to J. M. Bozzar and wife, Pauline Cushman Bozzar, by deed from J. A. Haley and wife, of record in Book 1097, Page 29, Register's Office for Davidson County, Tennessee. The said J. M. Bozzar and wife, Pauline Cushman Bozzar both having sice died, the said J. M. Bozzar having predeceased the said Pauline Cushman Bozzar. Being the same property vested in Lucille Cushman Hampton, Executrix, with power to sell, under the will of Pauline Cushman Bozzar, deceased, of record in Will Book 142, page 570, Probate Court Clerk's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 3104 River Drive, Nashville, Tenn. 37218
(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 Tony Wesley Flatt and wife, Theresa Lynnette Flatt, 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.

I further covenant and bind my heirs and representatives, to warrant and forever defend the title to said Tony Wesley Flatt and wife, Theresa Lynnette Flatt, 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 in hand paid, we, the said Tony Wesley Flatt and wife, Theresa Lynnette Flatt

do hereby transfer and convey unto Paul G. Blankenship, 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 Tony Wesley Flatt and wife, Theresa Lynnette Flatt

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 $ 15,000 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 Tony Wesley Flatt and wife, Theresa Lynnette Flatt 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. 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 Tony Wesley Flatt and wife, Theresa Lynnette Flatt their 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 Paul G. Blankenship, 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 Lucille Cushman Hampton, Executrix, estate Pauline Cushman Bozzar and Tony Wesley Flatt and wife, Theresa Lynnette Flatt hereunto set our hands at Nashville, Tennessee, this the 3rd day of May 1983

Lucille Cushman Hampton Executrix
of the estate of Pauline Cushman Bozzar
Tony Wesley Flatt
Theresa Lynnette Flatt

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Paul G. Blankenship, a Notary Public in and for said County and State, the within named Lucille Cushman Hampton, Executrix of the estate of Pauline Cushman Bozzar and Tony Wesley Flatt and wife, Theresa Lynnette Flatt, 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 3rd day of May, 1983.

Paul G. Blankenship, Notary Public

Commission Expires July 21, 1984.

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 _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 6049 PAGE 773

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)

RUSH

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TN

MAY 4 9 20 AM '83

T
IDENTIF. REFERENCE

H 4 5 7 4 2

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Tony Wesley Flatt, et ud (NAME)	Tony Wesley Flatt, et ux (NAME)	Map 70-13
3104 River Drive (STREET ADDRESS OR ROUTE NUMBER)	3104 River Drive (STREET ADDRESS)	Parcel 137
Nashville, Tn. 37218 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37218 (CITY) (STATE) (ZIP)	13DA 63930

THIS INSTRUMENT WAS PREPARED BY

Paul G. Blankenship,
Attorney at Law
3311 Gallatin Road
Nashville, Tennessee 37216

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 22,500.00 Tony W. Flatt
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 3rd DAY OF May, 1983

Paul G. Blankenship
Notary Public

MY COMMISSION EXPIRES: July 21, 1984

FORLEY CO. NASHVILLE

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 6049 PAGE 774

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
			22500.00-	CO
			15000.00-	MO
			58.50	CO TX
			13.00	MO TX
			.50	PRFEE
			12.00	WDEED
			CHECK	84.00-
			4924A05/04/83 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 4 5 7. 4 2

IDENTIF. REFERENCE T

MAY 4 9 20 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 946500