INSTALLMENT DEED

BOOK 6059 PAGE 601

For and in Consideration of the sum of $61,000.00

Sixty One Thousand and 00/100 ($61,000.00) Dollars,

of which Ten Thousand and 00/100 ($10,000.00) Dollars,

has been paid in cash by Gary D. Davis and wife, Kathy W. Davis

the receipt of which is hereby acknowledged, and for the remainder of $51,000.00

Fifty One Thousand and 00/100 ($51,000.00) Dollars,

the said Gary D. Davis and wife, Kathy W. Davis have

executed an Installment Deed Note of even date herewith in the principal amount of Fifty One Thousand and 00/100 ($51,000.00) payable to Clifton G. Smith and wife, Mary F. Smith in 240 monthly installments as follows: Beginning on the 18th day of June, 1983, the sum of Four Hundred Fifty Eight and 87/100 ($458.87) Dollars, and thereafter a like amount on the 18th day of each succeeding month until the amount of both principal and interest are paid in full. Said monthly installments are to be applied first to interest at the rate of 9% per annum with the balance of each monthly installment after the payment of interest to be applied to the principal amount.

all of said notes bearing ~~six~~ nine 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, We, Clifton G. Smith and wife, Mary F. Smith

have this day bargained and sold, and do hereby transfer and convey unto the said Gary D. Davis and wife, Kathy W. Davis, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 47 on the Plan of Section I, Rose Estates, as of record in Book 3600, page 37, Register's Office for said County, as follows:

Said lot fronts 80 feet on the westerly side of Roseview Drive and runs back 137.96 feet on the southern line and 141.57 feet on the northerly line to a broken line in the rear on which it measures 81.93 feet.

Being the same property conveyed to Clifton G. Smith and wife, Mary F. Smith by deed from Carl Batson and wife, Bettye Batson, of record in Book 3807, page 931, Register's Office for Davidson County, Tennessee.

RUSH

FELIX E. WILSON II REGISTER DAVIDSON COUNTY, TN

MAY 19 12 33 PM '83

IDENTIF. REFERENCE

H 4 8 7 8 5

This is unimproved ( ) improved (X) property, known as 824 Roseview Drive, Nashville, Tenn. 37206
(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 Gary D. Davis and wife, Kathy W. Davis, their 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 our heirs and representatives, to warrant and forever defend the title to said real estate to said Gary D. Davis and wife, Kathy W. Davis, 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 Gary D. Davis and wife, Kathy W. Davis

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 Gary D. Davis and wife, Kathy W. Davis 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 $ 51,000.00 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 Gary D. Davis and wife, Kathy W. Davis 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 Gary D. Davis and wife, Kathy W. Davis, 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. BOOK 6059 PAGE 603

IN WITNESS WHEREOF, we, the said Clifton G. Smith and wife, Mary F. Smith and Gary D. Davis and wife, Kathy W. Davis hereunto set our hands at Nashville, Tennessee, this the 18th day of May 1983.

Clifton G. Smith

Mary F. Smith

Gary D. Davis

Kathy W. Davis

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**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 Clifton G. Smith and wife, Mary F. Smith and Gary D. Davis and wife, Kathy W. Davis

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 18th day of May, 1983.

Paul G. Blankenship, Notary Public.

Commission Expires July 21, 1984

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**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 6059 PAGE 604

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)

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

TOLLO CO. NASHVILLE

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Gary D. Davis, et ux (NAME) | Gary D. Davis, et ux (NAME) | Map 84-1 |
| 824 Roseview Drive (STREET ADDRESS OR ROUTE NUMBER) | 824 Roseview Drive (STREET ADDRESS) | Parcel 109 |
| Nashville, Tenn. 37206 (CITY) (STATE) (P. O. ZIP) | Nashville, Tennessee 37206. (CITY) (STATE) (ZIP) | 15DA 59055 |

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

$ 61,000

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 18th DAY OF May, 1983.

Notary Public

MY COMMISSION EXPIRES: July 21, 1984.

# OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR BOOK 6059 PAGE 605

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | 61000.00- CO | |
| | | | 51000.00- MO | |
| | | | 158.60 CO TX | |
| | | | 49.00 MO TX | |
| | | | .50 PRFEE | |
| | | | 12.00 WDEED | |
| | | | CHECK 220.10- | |

B707A05/19/93 PAL

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 4 8 7 8 5.

IDENTIFICATION REFERENCE

MAY 19 12 39 PM '93

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

**No.** 950157