BOOK 6070 PAGE 9

INSTALLMENT DEED

KENNETH L. KEITH, and wife, JEAN M. KEITH,

Grantors,

to

THOMAS E. ROGERS, JR.,

Grantee,

This instrument prepared by:

William F. Long, Jr.
Attorney at Law
One Union Street
Nashville, TN 37201-1194

Address New Owner:

THOMAS E. ROGERS, JR.
938 4th Avenue South
Nashville, TN 37210

Send Tax Bills To:

SAME

Map-Parcel Nos. 93-15 267-277 310

For Register's Use

H52252

IDENTIF. REFERENCE

JUN 6 12 16 PM '83

FELIX A. ... REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

The actual consideration or value, whichever is greater, for this transfer is $8,000.00.

Thomas E. Rogers Jr.
Affiant

Sworn to and subscribed before me this 27th day of May, 1983.

Jane Formosa
Notary Public

Commission Expires: 10-21-85

FOR AND IN CONSIDERATION of the sum of Eight Thousand and no/100's Dollars ($8,000.00), of which Two Thousand and no/100's Dollars ($2,000.00) has been paid in cash by the Grantee hereinafter named, the receipt of which is hereby acknowledged and for the remainder said Grantee has executed one (1) promissory note of even date herewith in the principal amount of Six Thousand and no/100's Dollars ($6,000.00) payable in accordance with the terms and conditions set forth therein, Kenneth L. Keith and wife, Jean M. Keith, hereinafter called the Grantors, have this day bargained and sold and do hereby transfer and convey unto Thomas E. Rogers, Jr., a single person, hereinafter called Grantee, his heirs, and assigns, certain real estate situated in Davidson County, Tennessee described as follows:

DESCRIPTION

Land in Davidson County, Tennessee, being the southerly 10 feet of Lot No. 3 and the northerly 30 feet of Lot No. 4 on the Plan of Issac Paul's Elysian Grove, as of record in Plan Book 1, p. 134, Chancery Court at Nashville.

SAID parts of Lot Nos. 3 and 4 front together, 40 feet on the westerly side of Second Avenue, South, formerly Market Street, and run back between parallel lines 135 feet, more or less, to an alley.

BEING the same property conveyed to Kenneth L. Keith and wife, Jean M. Keith, by Deed from Edward C. Keith and wife, Allie Pauline Keith, of record in Book 6056, page 975, Register's Office for Davidson County, Tennessee.

A lien is expressly retained on the land herein conveyed for the purpose of securing the payment of the aforementioned note including any extensions, modifications, or renewals thereof, together with principal, interest, attorney's fees, and the costs of collection. This is unimproved property known as: Lot Nos. 3 and 4, Issac Paul's Elysian Grove, Nashville, Tennessee.

In the event the Grantee seeks to transfer part or all of his interest in the property herein above described without tendering the balance of the entire indebtedness then owed, the Grantors will have the option to either approve or disapprove an assumption of the debt by the new Grantees and if such a sale or transfer occurs without the Grantors' prior written consent, excluding (a) the creation by Grantee of a lien or encumbrance subordinate to this installment deed, (b) the creation of a purchase money security interest on household appliances, (c) a transfer by devise, descent, or by operation of law upon the death of Grantee, or (d) the grant of any lease-hold interest of 3 years or less not containing an option to purchase, then Grantors may at their option declare all of the sums secured by this installment deed to be due and payable immediately and may exercise such remedies as are granted in this instrument upon default. In the event Grantors approve of an assumption of this debt in writing, the Grantors may reset the interest rate set forth in the note secured by this installment deed; however, in no event shall the interest rate exceed the legal rate of interest then prevailing.

TO HAVE AND TO HOLD said real estate, with the appurtenances estate, title and interest thereto belonging, to the said Grantee and his assigns forever. Grantors covenant that they are lawfully seized and possessed of said real estate in fee simple, have good and lawful right to convey it, and that the same is unencumbered, except for 1983 taxes which have been prorated, and subject to any applicable recorded easements and restrictions of record in the Register's Office.

Grantors further covenant and bind themselves and their successors and assigns, to warrant and forever defend the title to the said real estate to said Grantee, his 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 note, and rendering unnecessary Court proceedings for the enforcement of said lien in the event of the non-payment of said note, as it matures, as hereinafter provided and for the consideration of One Dollar ($1.00), to us in hand paid, the said Grantee herein, does hereby transfer and convey unto Edward C. Keith, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid only. Grantee further agrees to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon and to pay them on or before March 1st of each year with the proof of payment being furnished to Grantors; and in case Grantee fails to do so then the said Trustee, or the lawful owner and holder of said notes, 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 at 10% per annum from the date of such payment. Grantors shall have the right to inspect the premises at reasonable times upon giving written notice to Grantee.

NOW, if the said Grantee shall pay the note aforesaid when due, according to its terms, and pay taxes and keep up repairs, as aforesaid, then this trust conveyance shall be of no further force or effect. But is Grantee fails to pay the said note or part thereof, promptly at maturity or if Grantee fails to pay the taxes or keep up repairs as herein provided; or if Grantee fails to reinburse the Trustee or lawful and holder of said note for all sums, with interest, so expended by said Trustee or the lawful owner or holder of said note, within thirty (30) 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 note without notice, the remaining indebtedness secured shall immediately become due and payable, and the said Trustee or his successor in Trust, is hereby authorized and empowered, upon giving twenty (20) days notice by three (3) publications in any newspaper, daily or weekly, circulated in Davidson County, Tennessee, to sell said property at the front door of the Courthouse in said County to the higher bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind which are expressly wiaved; 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 conveyance. Grantee agrees that the Trustee may at any time after default in the payment of said note, enter and take possesion of said property, and only account for the net rents actually received by him. Grantee further agrees 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 said property. In case of a sale hereunder, the proceeds will be applied by the Trustee as follows:

First, 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 instituting or defending any litigation which may arise on account of the execution of this conveyance and the enforcement of said lien; also the expenses of any such litigation.

Second, to the payment of all taxes which may be unpaid on said premises.

Third, to the payment of the unpaid portion of the note herein secured, and any and all sums expended in the protection of said property, as herein authorized.

Fourth, the residue, if any, will be paid to the Grantee herein, or his 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 trust may be required, the lawful owner and holder of said lien 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 this trusteeship.

IN WITNESS WHEREOF, we, the said Grantors and Grantee have hereunto set our hands on the 27th day of May, 1983.

Kenneth L. Keith - Grantor

Thomas E. Rogers, Jr. - Grantee

Jean M. Keith - Grantor

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, the within named Kenneth L. Keith and Jean M. Keith, 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 27th day of May, 1983.

Notary Public

My Commission Expires: 10-20-85.

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, the within named Thomas E. Rogers, Jr., the Bargainor, with whom I am personally acquainted, and who acknowledged to me that he executed the within instrument for the purpose therein contained.

WITNESS my hand and official seal at Nashville, Tennessee this 27th day of May, 1983.

Notary Public

My Commission Expires: 10-20-85

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____ BOOK 6070 PAGE 13

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]- TD
[illegible] TX
.50 PRFEE
12.00 MBETD
CHECK [illegible]-
2874A06/06/83 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 52252

IDENTIF. REFERENCE

JUN 6 12 16 PM '83

FELIX Z. WILSON, JR. REGISTER
DAVIDSON COUNTY, TN

No. 954214