This instrument prepared by:
Joseph B. Pitt, Jr., Attorney
First American Center
Nashville, TN 37238

Installment Deed

6035

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Dorothy H. Chitwood	Same	103-13A-47
Unit 41 Richmeade Place 401 Bowling Avenue	(NAME)	
Nashville, TN 37205 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 6081 PAGE 71

FOR AND IN CONSIDERATION of the sum of One Hundred Thousand and no/100 ----------($100,000.00) ---------- *Dollars,*
of which Thirty Six Thousand Five Hundred and no/100 ----------($36,500.00) ---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder Sixty Three Thousand Five Hundred and no/100 ----------($63,500.00) ---------- *Dollars,*

Dorothy H. Chitwood *has executed*
her promissory note of even date herewith in the principal amount of $63,500.00 payable to the order of Diana L. Brown in 60 monthly installments, 59 of which are in the amount of $557.27 each including both principal and interest at the rate of 10% per annum, and the last and final payment being for the entire unpaid principal balance plus interest at the rate of 10% per annum; the first installment falling due July 22nd, 1983 and the others on the same day of each month thereafter with the 60th payment due on June 22, 1988. Privilege of prepayment in part or in full at any time prior to maturity date, without penalty, is reserved by the grantee herein,

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, I, Diana L. Brown

have this day bargained and sold, and do hereby transfer and convey unto the said Dorothy H. Chitwood,
her *(successors), heirs and assigns,*
certain real estate in Davidson County, Tennessee, as follows:

Building Site No. 47 on the Plan of Richmeade Place, Section III, as shown on a Plat of record in Book 5050, page 19, Register's Office for Davidson County, Tennessee, reference to which Plat is hereby made for a more complete and accurate description of said property, together with one membership in Richmeade Place Home Owners Association, Inc., a not-fot-profit corporation of the State of Tennessee, and all obligations and privileges thereunto belonging or in anywise appurtaining to said membership.

Being the same property conveyed to Diana L. Brown by deed from Sheridan Construction Company, as of record in Book 5129, page 746, said Register's Office.

This conveyance is made subject to conditions, covenants and restrictions as set out in Book 4941, page 637, as amended in Book 5036, page 338; by supplement of record in Book 5019, page 946 and re-recorded in book 5039, page 256 and book 5094, page 473; By-Laws of Richmeade Place Home Owner's Association, Inc., of record in book 4942, page 633, Register's Office for Davidson County, Tennessee; and to the Plan of record in Book 5050, page 19, said Register's Office.
Joe Phillip Porter, husband of Diana L. Brown, joins in the execution of this instrument **

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer, is $ 100,000.00
Subscribed and sworn to before me, this the 22nd day of June 19 83 — Affiant
My commission expires: 4/8/84 (Affix Seal) — Notary Public

This is improved ( ) unimproved (X) property, known as Unit 41 Richmeade Place, 401 Bowling Ave., Nashville, TN 37205
(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 Dorothy H. Chitwood, her *(successors),*
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.*, except taxes for 1983 which are prorated and assumed by the purchaser.
I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Dorothy H. Chitwood, her
(successors), 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 Dorothy H. Chitwood, unmarried,
hereinafter referred to as trustors, hereby transfer and convey unto Joseph B. Pitt, Jr. *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.

** for purpose of conveying any marital interest he may have in and to the above property.

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 Registers 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.

Witness our *hand* S *this* 22nd *day of* June, 19 83, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

X

Diana L. Brown
Diana L. Brown

Dorothy H. Chitwood
Dorothy H. Chitwood

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary Emery, *a Notary Public in and for said County and State,* Daina L. Brown and Dorothy H. Chitwood

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* 22nd *day of* June, *19* 83

Mary Emery Notary Public
comm expires 4/8/84

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Joe Phillip Porter, *a Notary Public in and for said County and State,*

the within named bargainor, with whom I am personally acquainted, and who acknowledged that he *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee, *this* 22nd *day of* June, *19* 83

Carol Hooper Notary Public

Commission expires 8-13-84

FILED FOR RECORD
JUN 23 1 22 PM 1983
FELIX Z. WILKINSON REGISTER
DAVIDSON COUNTY, TN

RECEIVED FOR REFERENCE
H 5 5 8 2 4

PLEASE RETURN TO
CHICAGO TITLE INS. CO.
1ST AMERICAN CENTER
NASHVILLE, TENN. 37238

INSTALLMENT DEED

FROM
Diana L. Brown

TO
Dorothy H. Chitwood

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37208

OFFICIAL RECEIPT

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

RECEIVED OF_____

BOOK 6081 PAGE 73

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
			100000.00- CO	
			63600.00- MO	
			260.00 CO TX	
			61.50 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	328.00-
7171A06/23/83			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 5 5 8 2 4.

T.
IDENTIF. REFERENCE

JUN 23 1 22 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 958383