THIS INSTRUMENT WAS PREPARED BY
JOHN L. VAN CLEAVE, ATTORNEY
18th FLOOR FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
JOHN GADDY	THIRD NATIONAL MORTGAGE COMPANY	MAP: 162-13
(NAME:)	(NAME:)	
109 Cedarcreek Court	P. O. Box 2628	PAR: 76
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37211	Nashville, TN 37219	5D-63504
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 6107 PAGE 121

FOR AND IN CONSIDERATION of the sum of Fifty-Five Thousand Dollars ($55,000.00), of which Five Thousand Dollars ($5,000.00), has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Fifty Thousand Dollars ($50,000.00), JOHN GADDY, (hereinafter "Grantee"), has executed one Note in the amount of Forty-Six Thousand Seven Hundred Dollars ($46,700.00), payable to Grantor in ten (10) years in monthly payments of Four Hundred Ten and 03/100 Dollars ($410.03), which includes interest at the rate of ten percent (10%) per annum and has executed a second Note in the amount of Three Thousand Three Hundred Dollars ($3,300.00) payable to Brentview Realty Co. in satisfaction of the commission arising from this conveyance. This is a "wraparound mortgage" and the obligations set forth herein include, and are not in addition to, the mortgages of record in Book 5069, page 33 and Book 5080, page 96, Register's Office for Davidson County. Grantee further agrees to pay the taxes and insurance escrow payments required each month under the first mortgage referred to hereinabove in accordance with the requirements of the mortgage holder as such payments come due. Grantor agrees to pay the above mortgages out of the payments received from Grantee and to hold Grantee harmless therefrom.

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, KATHERINE N. LINDBERG, a single woman, (hereinafter "Grantor"),

have this day bargained and sold, and do hereby transfer and convey unto the said JOHN GADDY, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 74 on the Plat of Cedarwood Estates, Section 2, of record in Book 4860, page 58, and re-recorded in Book 4885, page 195, Register's Office for Davidson County, Tennessee.

Said Lot 74 fronts 43.78 feet on the easterly margin of Cedarcreek Court and extends back 125.00 feet on the northerly line, and 161.34 feet on the southerly line, to a line on the rear which is a broken line on which it measures 232.87 feet.

Being the same property conveyed to Katherine N. Lindberg by deed from John P. Lindberg of record in Book 5814, page 897, Register's Office for said County.

This conveyance is made subject to: (1) Taxes for 1983, a lien, but not yet due and payable. (2) Restrictive covenants contained in an instrument of record in Book 4963, page 42, Register's Office for Davidson County, Tennessee. (3) The Plan of record in Book 4885, page 195, said Register's Office, shows an Owner's Certificate, 30-foot building setback line from Cedarcreek Court, a 10-foot easement for public utilities and drainage along the east, west and south lines of premises and a 2.5 x 25-foot anchor easement located at northwest front corner. (4) Deed of Trust executed by John P. Lindberg and wife, Katherine N. Lindberg to James I. Vance Berry, Trustee, dated September 14, 1976, and recorded in Book 5069, page 33, R.O.D.C. (5) Deed of Trust ~~executed by John P. Lindberg and wife, Katherine N. Lindberg to Daniel R. Loftus, Trustee,~~ dated October 11, 1976, and recorded in Book 5080, page 96, R.O.D.C.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 55,000.00

Subscribed and sworn to before me, this the 1st day of August 19 83

Affiant

My commission expires: 10/20/85 (Affix Seal)

Notary Public

NOTARY PUBLIC AT LARGE

This is improved (X) unimproved ( ) property, known as 109 Cedarwood Court, Nashville, Tennessee.
(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 Grantee, his, ~~heirs~~ 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 as herein stated.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantee, his ~~heirs~~ *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 JOHN GADDY

hereinafter referred to as trustors, hereby transfer and convey unto JOHN L. VAN CLEAVE, *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 $50,000.00, *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.*

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 hands *this* 1st *day of* August, *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.*

JOHN GADDY

JOHN L. VAN CLEAVE, TRUSTEE

KATHERINE N. LINDBERG

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Carol D. Oakley, *a Notary Public in and for said County and State,* JOHN GADDY, KATHERINE N. LINDBERG and JOHN L. VAN CLEAVE, TRUSTEE,

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* 1st *day of* August, *19* 83

Carol D. Oakley
Notary Public

CAROL D. OAKLEY NOTARY PUBLIC LARGE STATE

Commission expires 10/20/85

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, _____, *a Notary Public of the State and County aforesaid, personally appeared* _____, *with whom I am 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 _____

INSTALLMENT DEED

FROM KATHERINE N. LINDBERG

TO JOHN GADDY

RUSH

FELIX Z. WILLIAMS, REGISTER
DAVIDSON COUNTY, TN
AUG 1 4 09 PM '83

IDENTIFICATION REFERENCE

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

H.G. 4205

OFFICIAL RECEIPT

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

RECEIVED OF _____ BOOK 6107 PAGE 123

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
		55000.00-	CO	
		46700.00-	MO	
		143.00	CO TX	
		44.70	MO TX	
		.50	PRFEE	
		6.00	WDEED	
			CHECK	194.20-
				.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 6 4 2 0 5

IDENTIF. REFERENCE

AUG 1 4 09 PM '83

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 967993