OFFICIAL RECEIPT

File Box 43

# INSTALLMENT DEED

BOOK 6144 PAGE 272

AGNES MABRY, unmarried

to

JAMES ALLEN SCOTT, unmarried

This instrument prepared by:

Lawyer's Escrow Service, Inc.
One Union Street
Corner of First and Union
Nashville, Tennessee 37201

| Address New Owner: | Send Tax Bills to: | Map-Parcel# |
|---|---|---|
| James Allen Scott<br>1739 Stewarts Ferry Pike<br>Hermitage, Tenn. 37076 | James Allen Scott<br>1739 Stewarts Ferry Pike<br>Hermitage, Tenn. 37076 | Map 110<br>Parcel 103<br>Field Book<br>#4D19650 |

For Register's Use

H 7.5880

IDENTIF. REFERENCE

SEP 26 4 13 PM '83

REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $58,000.00

James Allen Scott
Affiant

Sworn to and subscribed before me this 23rd day of September, 19 83.

NOTARY PUBLIC

My Commission Expires: 9-8-86

SHARLEY C. MARCE NOTARY PUBLIC STATE OF TENNESSEE

FOR AND IN CONSIDERATION of the sum of Fifty Eight Thousand and no/100 ($58,000.00) Dollars, of which Twenty Six Thousand Five Hundred ($26,500.00) has been paid in cash by the Grantee hereinafter named, the receipt of which is hereby acknowledged and for the remainder said Grantee promises to pay to the order of the Grantor the principal sum of Thirty One Thousand Five Hundred and no/100 ($31,500.00) Dollars in monthly installments of Three Hundred Forty Eight and 39/100 ($348.39) Dollars each, including principal and interest at the rate of Ten and One Half (10.50%) per cent per annum, commencing on November 1, 1983, and continuing on the 1st day of each month thereafter for 180 months or until paid in full. A reasonable late charge may be assessed in addition to such monthly installment not received by the noteholder within 10 days of when it is due each month. A lien is expressly retained on the land herein conveyed for the purpose of securing the payment of the aforementioned note including principal, interest, attorneys fees and the costs of collection.

Agnes Mabry, unmarried, hereinafter called the Grantor, has this day bargained and sold, and does hereby transfer and convey unto James Allen Scott, unmarried, herein called Grantee, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the 4th Civil District of Davidson County, Tennessee, described partly according to a survey made by Cantrell, Connell & Morrison, Engineers, March 15, 1961, as follows:

Beginning on the northeasterly margin of Stewarts Ferry Road at the southwest corner of the Robert Chanley tract of land; thence along the easterly boundary of said Robert Chanley tract north 20° 22' east 502 feet; thence in a southeasterly direction and parallel with said Road 130 feet; thence south 20° 22' west 502 feet to the northeasterly margin of said Road; thence with said Road following a curve having a radius of 2546.7 feet, a distance of 130 feet to the beginning.

09/26 189.80- CHECK

170

Being the same property conveyed to Paul Mabry and wife Agnes Mabry by deed from Kenneth Burton Cook and wife Joyce Clark Cook of record in Book 3850, page 954, Register's Office for Davidson County, Tennessee; the said Paul Mabry having since died and property is vested in Agnes Mabry being the surviving tenant in the entirety.

In the event the Grantee seeks to transfer part or all of his interest in the property hereinabove described without tendering the balance of the entire indebtedness then owed, the Grantor may at her option declare all of the sums secured by this installment deed to be immediately due and payable and may exercise such remedies as are granted in this instrument upon default.

This is improved property known as 1739 Stewarts Ferry Pike, Hermitage, Tennessee 37076.

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. Grantor covenants that she is lawfully seized and possessed of said real estate in fee simple, has a good and lawful right to convey it, and that the same is unencumbered.

Grantor further covenants and binds herself and her 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 me in hand paid, the said Grantee herein, does hereby transfer and convey unto Michael J. Philbin, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid only. The Grantee does 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 $58,000.00 until the note herein secured is fully paid. Grantee further agrees that proof of such insurance shall be furnished annually on or before September 1st and that such policy shall provide that the company will not cancel coverage without first giving adequate notice of such cancellation to Grantor. 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 Grantor; and in case Grantee fails to do so, then the said Trustee, or the lawful owner and holder of said note, 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 1/2% per annum from the date of such payment. Grantor 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, keep up repairs, and keep said premises insured, as aforesaid, then this conveyance shall be of no further force or effect. But if Grantee fails to pay the said note or part thereof, promptly at maturity or if Grantee fails to pay the taxes, keep up repairs or keep said premises insured as herein provided; or if Grantee fails to reimburse the Trustee or lawful owner 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 hereby secured shall immediately become due and payable, and the said Trustee or his successor in trust, is hereby authorized and empowered, upon giving twenty 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 Court House in said County to the highest bidder for cash, at public outcry,

free from equity of redemption, homestead, dower and all other exemptions of every kind which are 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 conveyance. Grantee agrees that the Trustee, may at any time, after default in the payment of said note, enter and take possession of said property, and shall 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 a deed for said property. In case of a sale hereunder, the proceeds will be applied by the Trustee as follows:

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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 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 their assigns.

In case of the death, absence, inability or refusal to act of said Trustee at any time when account under the aforegoing 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 Grantor and Grantee, have hereunto set our hands this 23rd day of September, 1983.

Agnes Mabry
AGNES MABRY, unmarried

James Allen Scott
JAMES ALLEN SCOTT, unmarried

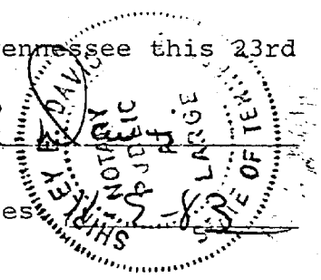
STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named, AGNES MABRY, unmarried and JAMES ALLEN SCOTT, unmarried, 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 23rd day of September, 1983.

NOTARY PUBLIC

My Commission Expires



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

RECEIVED OF _____

FOR _____

BOOK 6144 PAGE 275

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | 56000.00- CO | |
| | | | 31500.00- MO | |
| | | | 150.80 CO TX | |
| | | | 29.50 MO TX | |
| | | | .50 PRFEE | |
| | | | 9.00 WDEED | |
| | | | CHECK 189.30- | |
| | | | 0170A09/26/83 DAL .00 | |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 7.5 8 8 0

IDENTIF. REFERENCE

SEP 26 4 13 PM '83

FELIX Z. WILSON, REGISTER
DAVIDSON CO. TENN.

**No.** 981386