OFFICIAL RECEIPT

B042|

| ADDRESS NEW OWNER(S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS: |
|---|---|---|
| FRANCES A. HAILEY (NAME) | Same (NAME) | 71-14-359 |
| 1224 North First Street (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | |
| Nashville, Tennessee 37202 (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

INSTALLMENT DEED

BOOK 6148 PAGE 797

FOR AND IN CONSIDERATION OF the sum of Seventy-five Thousand and No/100---------- ----------($75,000.00)---------- DOLLARS

of which $55,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed her note of even date herewith in the principal amount of $55,000.00, payable in monthly installments of $664.06, representing principal and interest at the rate of 13-1/2% per annum amortized over a period of twenty (20) years, beginning November 1, 1983, and continuing on the first day of each and every month thereafter until October 1, 1988, at which time the entire principal balance and any accrued but unpaid interest thereon shall be due and payable.

177431

IDENTIF. REFERENCE

Sep 30 3 10 PM '83

REGISTER DAVIDSON COUNTY, TN

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

THIRD NATIONAL BANK IN NASHVILLE

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

FRANCES A. HAILEY

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.

*Robert A. Hailey, husband of Frances A. Hailey, joins herein for the purpose of conveying to the hereinafter named Trustee, and relinquishing any marital interest, whether by way of widower's elective share, homestead or otherwise, which he may now or hereafter have in the aforesaid property.

This is improved ( ) unimproved ( ) property known as

(House Number) (Street) (P. O. Address) (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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, except for 1983 real estate taxes which the Grantee assumes and agrees to pay. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 grantees, herein do hereby transfer and convey unto *see note above J. M. GRISSIM 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 grantees 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 $ insurable sum 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 interest 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 grantees, 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; 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 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:

1891 09/30 257.50- CHECK

OFFICIAL RECEIPT

BOOK 6148 PAGE 735

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 the grantees herein, their heirs, 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 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 his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the day of

1983.

Frances A. Hailey
FRANCES A. HAILEY

Robert A. Hailey
ROBERT A. HAILEY

THIRD NATIONAL BANK IN NASHVILLE

BY: D. Phillips

Title: Sr V P

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 75,000.00

Charles A. High, Jr.
Affiant

Subscribed and sworn to before me, this the 30th day of September 1983

Judith L. Curl
Notary Public

My commission expires 7-18-87
(Affix Seal)

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 Robert A. Hailey and Frances A. Hailey the bargainors, or proved to me on the basis of satisfactory evidence 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 30 day of September 1983

Commission Expires 7-18-87

Judith L. Curl
Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Donald Phillips or proved to me on the basis of satisfactory evidence, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be Senior Vice President of the THIRD NATIONAL BANK IN NASHVILLE 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 him self as Senior Vice President

Witness my hand and seal, at office in Nashville, Tennessee this 30 day of September 1983

Judith L. Curl
Notary Public

Commission Expires 7-18-87

This instrument was prepared by:

Charles A. High, Jr., Grissim and Hodges, Attorneys, 323 Union Street, Nashville TN 37201
Name Address

INSTALLMENT DEED

FROM
THIRD NATIONAL BANK IN NASHVILLE

TO
FRANCES A. HAILEY

Published by
Pioneer National Title Insurance Company
A Ticor Corporation
344 4th Avenue North
NASHVILLE, TENNESSEE 37219
Phone (615) 259-2290

FORM NO 1003-TENNESSEE 8-1-75

OFFICIAL RECEIPT

EXHIBIT "A"



Being a 1/2 undivided interest in the following described property:

Lot No. 1 on the Plan of Hailey Subdivision of record in Book 4715, page 190, Register's Office, Davidson County, Tennessee, and described as follows:

Beginning at an iron pin in the westerly margin of Dickerson Pike at the entrance to Carver Street; thence around a curve to the right having a radius of 25.00 feet southwesterly 40.06 feet to an iron pin in the northerly margin of Carver Street; thence with the margin of the same N 83 degrees 44' 29" W, 150.19 feet to a concrete monument; thence continuing with the same N 82 degrees 47' 09" W, 152.97 feet to a point, said point being the common corner of lots 1 and 2 of said subdivision; thence with the line between said two lots N 8 degrees 15' 58" E, 410.86 feet to a point in the southerly line of the A. Stalcup Subdivision of record in Book 57, page 115, said Register's Office; thence with the southerly line of said subdivision S 82 degrees 15' 00" E, 303.51 feet to an iron pin in the westerly margin of Dickerson Pike; thence with the margin of the same S 9 degrees 18' 00" W, 275.5 feet to an iron pin at the beginning of a curve to the left having a radius of 1235.49 feet; thence southeasterly 104.40 feet to the point of beginning.

Being the same property conveyed to Third National Bank in Nashville by Trustee's Quitclaim Deed from J. M. Grissim, Trustee, of record in Book 5974, page 839, Register's Office for Davidson County, Tennessee, and Trustee's Deed of Correction of record in Book 6001, page 421, said Register's Office.

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

RECEIVED OF _____

FOR _____

BOOK 6148 PAGE 800

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | 75000.00- CAMT. | |
| | | | 55000.00- MAMT. | |
| | | | 195.00 CSTAX | |
| | | | 53.00 MSTAX | |
| | | | .50 PRFEE | |
| | | | 9.00 WDEED | |
| | | | CHECK | 257.50- |
| | | 1891 | A09/30/83 BAL | .00 |

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

H 7 7 4 3 1

IDENTIF. REFERENCE

SEP 30 3 10 PM '83

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

**No.** 983051