To be Assigned - Jr

INSTALLMENT DEED

For and in Consideration of the sum of ELEVEN THOUSAND FIVE HUNDRED AND NO/100 ----------($11,500.00)---------- Dollars, of which THREE THOUSAND FIVE HUNDRED AND NO/100 --($3,500.00)-- Dollars, has been paid in cash by GARY WAYNE GREEN AND WIFE, EVA E. GREEN the receipt of which is hereby acknowledged, and for the remainder EIGHT THOUSAND AND NO/100 ----------($8,000.00)---------- Dollars, the said GARY WAYNE GREEN AND WIFE, EVA E. GREEN have agreed to pay the original principal sum of Eight Thousand and no/100 ($8,000.00) Dollars, as follows: beginning December 1, 1983, and on the first day of each succeeding month thereafter, interest only on the unpaid balance. The principal sum of One Thousand and no/100 ($1,000.00) Dollars shall be due and payable annually, the first annual installment being due and payable December 1, 1984, the last installment of both principal and interest being due and payable November 1, 1991.

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xxxxof said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, GILBERT S. MERRITT, JR., UNMARRIED has xxhave this day bargained and sold, and do hereby transfer and convey unto the said GARY WAYNE GREEN AND WIFE, EVA E. GREEN, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 13 on the Plan of Sugar Ridge, Section "A", of record in Book 5200, page 599, Register's Office for said County, to which plan reference is hereby made for a more complete description.

Being part of the same property conveyed to Gilbert S. Merritt, Jr., by deed from Margaret J. Eggstien, Annie Eggstien Reeves, Doris Eggstien Gienger and Elise Eggstien Luton of record in Book 3945, page 636, Register's Office for said County.

This conveyance is made subject to 1983 Metro taxes which have been prorated and assumed by Grantees; restrictive covenants of record in Book 6131, page 411, said Register's Office; the plan of record in Book 5200, page 599, said Register's Office, and the easement granted American Telephone and Telegraph Company of record in Book 1511, page 156, said Register's Office.

This is unimproved ( ) improved ( ) property, known as _____ (House Number) (Street) P. O. Address: (City or Town) (Zip Code)

892

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said GARY WAYNE GREEN AND WIFE, EVA E. GREEN 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said GARY WAYNE GREEN AND EVA E. GREEN, 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 in hand paid, We, the said GARY WAYNE GREEN AND WIFE, EVA E. GREEN

do hereby transfer and convey unto Allen D. Lentz, 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 GARY WAYNE GREEN AND WIFE, EVA E. GREEN 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 $8,000.00 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 interst 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 GARY WAYNE GREEN AND WIFE, EVA E. GREEN 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 trust 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:

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 Gary Wayne Green and wife, Eva E. Green 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 Allen D. Lentz, Trustee, shall be vested in said successor.

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 GILBERT S. MERRITT, JR., UNMARRIED and GARY WAYNE GREEN AND WIFE, EVA E. GREEN hereunto set our hands at Nashville, Tennessee, this the 14TH day of November 1983

Gilbert S. Merritt, Jr.

Gary Wayne Green

Eva E. Green

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This instrument prepared by:
GULLETT, SANFORD & ROBINSON
230 Fourth Avenue North
Nashville, Tennessee 37219

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Linda P. Turner, a Notary Public in and for said County and State, the within named GILBERT S. MERRITT, JR., UNMARRIED

the 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 4th day of November, 1983

Linda P. Turner, Notary Public.

Commission Expires 10-19-86

STATE OF TENNESSEE
DAVIDSON County.

Personally appeared before me, Linda P. Turner, a Notary Public in and for said County and State, the within named GARY WAYNE GREEN AND WIFE, EVA E. GREEN

the bargainor, 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 4th day of November, 1983

Linda P. Turner, Notary Public.

Commission Expires 10-19-86

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared .....,

with whom I 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 .....

(over for additional acknowledgements)

H84953

IDENTIF. REFERENCE

Nov 7 3 13 PM '83

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

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INSTALLMENT DEED

FROM
GILBERT S. MERRITT, JR.,
UNMARRIED

TO
GARY WAYNE GREEN AND WIFE,
EVA E. GREEN

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

TOOLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Gary Wayne Green et ux	SAME	
(NAME)	(NAME)	
Rt. 2 Box 1148		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Joelton, Tn. 37080		
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 11,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 4th DAY OF November 1983.

Notary Public

MY COMMISSION EXPIRES: 10-19-71

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR BOOK 6171 PAGE 549

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
			11500.00-	CAMT.
			8000.00-	MAMT.
			29.90	CSTAX
			6.00	MSTAX
			.50	PRFEE
			12.00	WDEED
				CHECK 48.40-
			0892A11/07/83	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 8 4 9 5 3

IDENTIF. REFERENCE

Nov 7 3 13 PM '83

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 991782