| ADDRESS NEW OWNER(S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS: |
|---|---|---|
| Phylis G. Goodner (NAME) | Same (NAME) | 93-16 - 167 |
| 83 Green Street (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | |
| Nashville, Tennessee (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

**INSTALLMENT DEED**

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FOR AND IN CONSIDERATION OF the sum of Eleven Thousand Five Hundred ($11,500.00) and no/100 DOLLARS of which $ 1,000.00 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 promissory note payable to Mark Waynick and G. L. Waynick in the principal sum of Ten Thousand Five Hundred Dollars, (10,500.00), payable $156.78 per month, including principal and interest at the rate of 13% per annum, commencing the 1st day of April, 1984, for a total of 120 payments.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 11500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 4th DAY OF April 1984.

Deputy Register

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.

G. L. Waynick and wife, Caroline Waynick

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

Phylis G. Goodner, unmarried

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

Beginning at a point in the south margin of Green Street, formerly Leigh Street, at a point 150 feet west of the southwest corner of said Street and Fairfield Street; thence east 30 feet; thence south parallel to the west margin of Fairfield Street, 165 feet more or less to the north margin of a 20-foot alley; thence west 30 feet with said alley to the southeast corner of the Truett lot; thence north 165 feet more or less to the point of beginning.

Being the same property conveyed to G. L. Waynick by deed from Edward Norman and wife, Daphne Gregory Norman in Book 6188, Page 410 R.O.D.C. Tennessee.

PHYLIS G. GOODNER ACKNOWLEDGES THAT SHE HAS READ THE INSTALLMENT DEED AND THE CONTRACT DATED FEBRUARY 29, 1984 AND HEREBY EXPRESSLY WAIVES THE PROVISION IN THE CONTRACT THAT PROVIDES FOR THE SELLER TO FURNISH TO THE BUYER A TITLE POLICY .

This is improved XX
unimproved ( ) property known as 83 Green Street, Nashville, Tennessee
(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.

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 R. R. Hedgepath 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 $ 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: Grantor, Phylis G. Goodner expressly waives, in addition to all other waivers mentioned herein, hereby expressly waives the statutory right of redemption, homestead, dower, statutory or elective rights.

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 30th day of March 19 84

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Phylis Goodner

Phylis Goodner

G. L. Waynick

Caroline Waynick

Caroline Waynick

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 _____ day of March 19 84

My commission expires Oct. 25, 1985 (Affix Seal)

Donya P. Waynick

Notary Public

DONYA P. WAYNICK NOTARY PUBLIC DAVIDSON COUNTY, TN

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 Phylis Goodner, G. L. Waynick and Caroline Waynick (or proved to me on the basis of satisfactory evidence) the 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 30th day of March 19 84

Commission Expires Oct. 25, 1985

Donya P. Waynick

Notary Public.

DONYA P. WAYNICK NOTARY PUBLIC DAVIDSON COUNTY, TN

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 authorised 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_____.

Commission Expires _____

Notary Public

FILED APR 9 8 59 AM '84 DAVIDSON COUNTY, TN REGISTER

IDENTIFICATION REFERENCE

114133

This instrument was prepared by

Richard R. Hedgepath, 802 51st Avenue, North , Nashville, Tennessee 37209

Name Address

INSTALLMENT DEED

5835 04/09 46.90 CHECK

FROM

TO

Mail: G. L. Waynick
108 Nita-Lee Dr.
Nashville, Tenn.

Published by

Pioneer National Title Insurance Company
A Tiror Corporation
311 4th Avenue North
NASHVILLE, TENNESSEE 37219
Phone (615) 256-2200

FORM NO. 1015 REVISED 1-15

**OFFICIAL RECEIPT**

**FELIX Z. WILSON, II**

**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

RECEIVED OF _____

FOR _____

BOOK 6266 PAGE 435

| | | |
|---|---|---|
| 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. | |
| | | | 10500.00- MAMT. | |
| | | | 29.90 CSTAX | |
| | | | 6.50 MSTAX | |
| | | | .50 PRFEE | |
| | | | 6.00 WDEED | |
| | | | CHECK 44.90- | |
| 6835A | 04/09/84 | | BAL .00 | |

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

T 1141133

IDENTIF. REFERENCE

APR 9 8 59 AM '84

FELIX Z. WILSON, REGISTER
DAVIDSON CO., TN

No. 26642