This Form furnished by Attorneys Title Company, Inc.

**INSTALLMENT DEED**

Form No. WD-4

**FROM**
FRANK A. VARALLO and wife, EVA R. VARALLO and MARIE V. ZANINI

**TO**
ROBERT YATES and wife, CAROLYN YATES

For draftsman's use

This instrument Was Prepared By
MORRIS LEVINE, Attorney-at-Law
1119 Stahlman Bldg., Nashville, Tenn.

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Robert Yates, et ux. (NAME) | Same (NAME) | 82-12-312 |
| 920-922 Main Street (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | 18W-400 |
| Nashville, TN 37206 (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | |

(FOR REGISTER'S USE)

FEE $ 11.00 TAX 11.00 IDENTIF. REFERENCE

MAY 2 10 03 AM '84

FERRELL H. JONES REGISTER DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 62,500.00 Carolyn Yates
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF May A.D. 1984

Notary Public

MY COMMISSION EXPIRES: (AFFIX SEAL) My Commission Expires Jan 26 1985

FOR AND IN CONSIDERATION OF the sum of Sixty-Two Thousand Five Hundred ($62,500.00) DOLLARS

of which $ 10,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their promissory note in the principal sum of $52,500.00, of even date herewith, which said note is payable to the order of Frank A. Varallo and wife, Eva R. Varallo, and Marie V. Zanini. Said note provides for the payment of attorney's fees, if placed in the hands of an attorney for collection. Said note being payable in monthly installments of $635.25 each, including interest at the rate of 12% per annum on the unpaid principal balance. Monthly payments are to be applied, first, to the payment of interest on the principal, or so much thereof as from time to time remains unpaid, and the balance to be applied to payment of principal, until the entire amount is paid in full. The first payment of $635.25 is due and payable on the 1st day of June, 1984, and ***

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,

we, Frank A. Varallo and wife, Eva R. Varallo, and Marie V. Zanini,

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

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

BEING Lot No. 3 on the plan of the Resubdivision of Lots Nos. 1, 2, 3, 4, 5, 6, 7, and part of Lot No. 8, Paynes Addition to Edgefield of record in plat Book 5210, page 69, Register's Office for Davidson County, Tennessee, and described as follows:

SAID Lot No. 3 fronts 129.84 feet on the southerly margin of Main Street (as widened) and extends back 159.63 feet on the easterly line and 166.65 feet on the westerly line, being the easterly margin of McFerrin Avenue, to an alley on the rear on which it measures 81.80 feet.

BEING part of the same property conveyed to Frank A. Varallo and wife, Eva R. Varallo by deed from William C. Terrell and J. C. Terrell of record in Book 1380, page 168, Register's Office for Davidson County, Tennessee, by deed from Marie V. Zanini of record in Book 2400, page 399, said Register's Office, and by deed from J. Fred Hathcock, Sr., J. Fred Hathcock, Jr. and Alfred Lee Hathcock of record in Book 2401, page 77, said Register's Office, the said Frank A. Varallo and wife, Eva R. Varallo having conveyed a one-half undivided interest in said property to Marie V. Zanini by deed of record in Book 2648, page 375, said Register's Office, and being the same property conveyed to Frank A. Varallo and wife, Eva R. Varallo and Marie V. Zanini by deed from H. O. Balls and wife, Marie R. Balls, of record in Book 5245, page 757, said Register's Office.

( ) unimproved
This is improved (XX) property, known as 920-922 Main Street, Nashville, Tennessee 37206
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

OFFICIAL RECEIPT

*** thereafter on or before the 1st day of each succeeding month until full payment is made.

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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 David J. Levine 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 amt 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:

Said Grantees further waive statutory right of redemption.

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 advise 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 1st day of May 19 84.

X Marie V. Zanini

Eva R. Varallo

Carolyn Yates

Frank A. Varallo

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 Frank A. Varallo and wife, Eva R. Varallo and Robert Yates and wife, Carolyn Yates, 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, Davidson County, Tennessee, this 1st day of May, 1984.

My Commission Expires Jan. 20, 1985

Commission expires .....

..... Notary Public

X STATE OF CALIFORNIA )
)
COUNTY OF Sacramento )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Marie V. Zanini, the bargainor, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Sacramento California, this 26th day of April, 1984

OFFICIAL SEAL
CAROL BUNYAN
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Commission Expires Aug. 27, 1984

Carol Bunyan
Notary Public

My Commission Expires: Aug. 27-84.

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

RECEIVED OF _____

FOR _____

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| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | 62500.00- | CAMT. |
| | | | 62500.00 | MAMT |
| | | | 162.50- | CTAX |
| | | | 50.50 | MSTAX |
| | | | .50 | PRFEE |
| | | | 6.00 | WDEED |
| | | | CHECK | 219.50- |
| 3074405/02/84 | | | BAL | .00 |

CK 219.50

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

9 2 8 1

I I

IDENTIFICATION REFERENCE

2 10 03 PM '84

REGISTER
DAVIDSON COUNTY, TN

**No.** 32694