INSTALLMENT DEED

BOOK 6311 PAGE 923

For and in Consideration of the sum of

Forty Eight Thousand ($48,000.00) and no/100---------- Dollars,

of which Zero (-0-) no/100---------- Dollars,

has been paid in cash by W. G. Trapnell III

the receipt of which is hereby acknowledged, and for the remainder

Forty Eight Thousand ($48,000.00) and no/100---------- Dollars,

the said W. G. Trapnell III has

executed his one promisory note of even date herewith payalbe to the grantors herein as follows:

On March 15, 1985 the sum of $2,500.00 plus interest to date. On December 15, 1985 the sum of $2,500.00 plus interest to date. Balance of $43,000.00 is payable $488.32 per month beginning July 1, 1984,with interest at the rate of 12% per annum included in the payments, and to continue until paid in full.

all of 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, we, Colleen Winsett Sanders and husband, Francis J. Sanders and Athol Wade Winsett and wife, Ethel T. Winsett

have this day bargained and sold, and do hereby transfer and convey unto the said W. G. Trapnell III, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 33 on the Plan of Edgewood, E. T. Brown's Subdivision of the Bransford Place, as of record in Book 332, Page 73, Register's Office for said county.

Said Lot No. 33 fronts 55 feet on the southerly side of Edgewood Place and extends back southerly between parallel lines 146½ feet to an alley in the rear.

Being the same property conveyed to L. V. Pilkerton and wife, Emma H. Pilkerton by deed from Penn Mutual Life Insurance Company of Record Book 1133, Page 680, Register's Office for said County. The same L. V. Pilkerton conveyed his interest to his wife, Emma H. Pilkerton by deed of record in Book 1536, Page 415, said Register's Office. The said Emma H. Pilkerton has since died and devised said property to her daughter Colleen Winsett Sanders and her son Athol Wade Winsett by Will of Record in Will Book 97, Page 489, Probate Court Clerk's Office, Davidson County, Tennessee.

IDENTIF. REFERENCE 127912

JUN 8 2 07 PM '84

FELIX Z. WILSON III REGISTER DAVIDSON COUNTY, TN

This is improved (X) unimproved ( ) property, known as 1306 ~~Edgewater~~ Edgewood Place Nashville, Tennessee 37200
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

Improvements consists of a duplex dwelling and/or more apartment units.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said W. G. Trapnell III, his 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 and our heirs and representatives, to warrant and forever defend the title to said real estate to said W. G. Trapnell III 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 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, I, the said W. G. Trapnell III

do hereby transfer and convey unto Francis J. Sanders, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said W. G. Trapnell III 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 $ 48,000.00 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 W. G. Trapnell, III 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 W. G. Trapnell III 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 Francis J. Sanders, Trustee, shall be vested in said successor.

BOOK 6311 PAGE 925

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 Colleen Winsett Sanders, Athol Wade Winsett and wife, Ethel T. Winsett and W. G. Trapnell III hereunto set our hands at Nashville, Tennessee, this the 8th day of June 1984

Athol Wade Winsett III
Ethel T. Winsett
Francis J. Sanders
Colleen Winsett Sanders
W. G. Trapnell III

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Athol Wade Winsett and wife, Ethel T. Winsett and Colleen Winsett Sanders and husband, Francis J. Sanders

the bargainors, with whom I am personally acquainted, and who acknowledged that we executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 8th day of June, 1984

Commission Expires July 11, 1987 Notary Public.

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 6311 PAGE 926

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)

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

TOLLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
W. G. Trapnell III	Same	83-5
(NAME) 304 Leesa Ct	(NAME) Same	262
(STREET ADDRESS OR ROUTE NUMBER) Hermitage TN 37076	(STREET ADDRESS) Same	23W 10473
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

Mail

THIS INSTRUMENT WAS PREPARED BY

CAESAR E. URRUTIA
Attorney at Law
3998 Apache Trail
Antioch, Tennessee 37013

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 48,000.00 W. G. Trapnell III
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 11 DAY OF June 19 84

Notary Public

MY COMMISSION EXPIRES: 7.21.86

(AFFIX SEAL)

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR BOOK 6311 PAGE 927

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			48000.00-	CAPT.
			48000.00-	MAMT.
			124.80	CSTAX
			46.00	MSTAX
			.50	PRFEE
			12.00	TDEED
		VD	12.00-	TDEED
			12.00	MDEED
				CHECK 133.30-
		3580A06/08/84		BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 2 7 9 I 2 1

IDENTIF. REFERENCE

JUN 8 2 07 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 0042625