Installment Deed

BOOK 6312 PAGE 416

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Roy E. McPherson, et ux (NAME)	Same (NAME)	91-13-0
6007 Charlotte Pike (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	8DA 47552 8DA 36440 91-13-0
Nashville, TN 37209 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	91-13-0 (part lot) 8DA 47545 " "

FOR AND IN CONSIDERATION of the sum of --One Hundred Sixty-five Thousand and 00/100---- (165,000.00)---------- Dollars, of which Twenty-five Thousand and 00/100 (25,000.00)---------- Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of One Hundred Forty Thousand and 00/100 --- (140,000.00)---------- Dollars,

Roy E. McPherson and wife, Mary Ann McPherson, have executed their joint promissory note of even date herewith payable in 119 monthly payments of $1,542.80 each, with the 120th, and final, monthly payment being for the entire unpaid balance, principal and interest. Payments as made shall be applied first to interest to date at the rate of 12 per cent per annum, and balance to principal, with the first of said monthly payments being due on July 8, 1984, and on the like day of each succeeding 119 months until paid in full;

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed. we, Searcy B. Page and wife, Mary Maxine Page, have this day bargained and sold, and do hereby transfer and convey unto the said Roy E. McPherson and wife, Mary Ann McPherson, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Three tracts of land in Davidson County, Tennessee, more particularly described on Addendum "A" attached hereto.

It is hereby understood that Searcy Page and Searcy B. Page are one and the same person; and it is also understood that Mary Maxine Page and Maxine Page are likewise one and the same person.
Taxes for 1983 to be prorated and assumed by Grantees.

128080

IDENTIF. REFERENCE

JUN 11 9 44 AM '84

REGISTER'S OFFICE
DAVIDSON COUNTY, TN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 165,000.00

Subscribed and sworn to before me, this the 8th day of June, 19 84

Affiant

My commission expires: 10-20-85 (Affix Seal)

Notary Public

unimproved ( ) This is improved ( ) property, known as (House Number) (Street) Nashville, Tennessee (P. O. Address) (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Roy E. McPherson and wife, Mary Ann McPherson, their (successors), 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 unincumbered. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Roy E. McPherson and wife, Mary Ann McPherson, their (successors), 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 indebtedness, rendering unnecessary court proceedings for the enforcement of said lien in the event of the non payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Roy E. McPherson and wife, Mary Ann McPherson, hereinafter referred to as trustors, hereby transfer and convey unto O. B. Hofstetter, Jr. Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustors 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 the sum of $ insurable value, or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof, to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof 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 equity of redemption, statutory right of redemption, homestead, and all other exemptions and rights 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. The trustee may, at any time after default in the payment of any said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid indebtedness 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 trustors, their order, 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 powers and trusts may be required, the lawful owner and holder of said indebtedness, or, if more than one, who is said indebtedness is represented by notes, then of the first maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The words "Trustors" when used herein shall apply to parties both singular and plural.

Witness our hands this 8th day of June *19*84*, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Roy E. McPherson — Searcy B. Page

Mary Ann McPherson — Mary Maxine Page

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* Searcy B. Page and wife, Mary Maxine Page, and Roy E. McPherson and wife, Mary Ann McPherson, *the bargainor s, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that* they *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee *this* 8th *day of* June *, 19*84*.*

My commission expires 10-20-85 *Notary Public* Ernest Miller

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged _____ to be the _____ and _____ respectively of _____, the within named bargainor, a corporation, and that _____ as such _____ and _____ executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said _____ as _____ and attesting the same by the said _____ as _____

Witness my hand and seal, at office in _____, this _____ day of _____, 19____.

_____ *Notary Public*

Commission expires _____

INSTALLMENT DEED

FROM
SEARCY B. PAGE AND WIFE,
MARY MAXINE PAGE

TO
ROY E. McPHERSON AND WIFE,
MARY ANN McPHERSON

THIS INSTRUMENT PREPARED BY:
Hofstetter & Hofstetter, Attys.
Suite 500
230 Fourth Avenue North
Nashville, TN 37219

Published by
Ticor Title Insurance Company
Public Square Building
344 4th Avenue North
NASHVILLE, TENNESSEE 37219

ADDENDUM "A"

Tract 1:

A lot or parcel of land in the 8th, formerly the 12th, Civil District of Davidson County, being Lot No. 2 on the Map of John B. Cowden's First Subdivision of the 49 acre tract, not of record, described according to a survey made by John M. Sullivan, Surveyor, January 28, 1946, as follows:

BEGINNING on the southerly margin of Charlotte Road at a point 496.1 feet east of the easterly margin of Cowan Avenue, being the corner of Lot Nos. 2 and 3; thence with the southerly margin of said Road, eastwardly 83.7 feet to the corner of Lot Nos. 1 and 2; thence with the line between said two lots southwardly 187 feet; thence south 72 degrees 16 minutes west 74.8 feet to the corner of Lot Nos. 2 and 3; thence with the line between said two lots northwardly 187 feet to the beginning.

Being the same property conveyed to Searcy Page and wife, Maxine Page, by deed from Delbert Shelby and wife, Thelma Shelby, of record in Book 4265, Page 901, Register's Office for Davidson County, Tennessee.

Tract 2:

Being Lot No. 10 in the Cowden Subdivision, Section 6, not of record, located in Davidson County, Tennessee.

BEGINNING at a stake in the north boundary of Lennox Avenue and running North 7 degrees 30 minutes West 110.2 feet to a stake; thence South 83 degrees West 47.1 feet to a stake; thence South 10 degrees 45 minutes east 107 feet to a stake in the south boundary of Lennox Avenue; thence with said Avenue North 85 degrees West 42 feet to the beginning.

Being the same property conveyed to Searcy B. Page and wife, Maxine Page, by deed from M. H. Webb and wife, Ida Nell Webb, of record in Book 4079, Page 41, Register's Office for said County.

Tract 3:

Land in Davidson County, Tennessee, being part of Lot No. 12 in the Cowden Subdivision, Section 6, not of record described as follows:

Beginning at a point in the northerly boundary line of the Patton property as described in deed in Book 3283, Page 211, Register's Office for Davidson County, Tennessee, 54.5 feet west of the westerly boundary of Lellyette Avenue; thence with said northerly boundary 52 feet to a stake; thence 10 degrees 45 minutes east 68 feet to a stake; thence north 83 degrees east 47.2 feet to a point; thence in a northerly direction 75 feet, more or less, to the point of beginning.

Being part of the same property conveyed to Searcy B. Page and wife, Mary Maxine Page, by deed from Ernest Richard Patton and wife, Peggy Ann Patton, of record in Bok 3283, Page 211, Register's Office for said County.

It is hereby understood that Searcy Page and Searcy B. Page are one and the same person; and it is also understood that Mary Maxine Page and Maxine Page are likewise one and the same person.

OFFICIAL RECEIPT

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

RECEIVED OF BOOK 6312 PAGE 419

FOR

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
			165000.00-	CAMT.
			140000.00-	MAMT.
			429.00	CSTAX
			136.00	MSTAX
			.50	PRFEE
			9.00	MDEED
			CHECK	576.50-
3769A06/11/84			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 2 8 0 8 0

IDENTIF. REFERENCE

JUN 11 9 44 AM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 0042806