This Form furnished by Attorneys Title Company, Inc.

# INSTALLMENT DEED

Form No. WD - 4

**FROM**

Woodrow F. Moore et ux

**TO**

Travis L. McElroy DBA Farr-Mar Construction Co.

For draftsman's use

Prepared by:

FARR-MAC Const. Co.
482 Bell Road, Suite 5
Nashville, Tennessee 37217

BOOK 6316 PAGE 607

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Travis L. McElroy (NAME) | Farr-Mac Construction & Development Co. (NAME) | 150 - 7 |
| 482 Bell Road, Suite 5 (STREET ADDRESS OR ROUTE NUMBER) | 482 Bell Road, Suite 5 (STREET ADDRESS) | 226 |
| Nashville, TN. 37217 (CITY) (STATE) (P. O. ZIP) | Nashville, TN. 37217 (CITY) (STATE) (ZIP) | 2D38986 |

(FOR REGISTER'S USE)

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IDENTIF. REFERENCE

JUN 15 1 34 PM '84

FEE $ REGISTER
DAVIDSON COUNTY, TN

RUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 11000.00 Travis L. McElroy
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th DAY OF June, 1984.

Gary B. Fisher
Notary Public

MY COMMISSION EXPIRES: 11-1-85

(AFFIX SEAL)

STATE OF TENNESSEE NOTARY PUBLIC

**FOR AND IN CONSIDERATION OF** the sum of Eleven ($11,000.00) **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 to secure Deed of Trust Note in the amount of $10,000.00 to be paid by June 1, 1984.

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,

Woodrow F. Moore and wife, Beatrice M. Moore

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

Travis L. McElroy

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

Being lot 4 on the plan of Woodymore Heights, Section 1, as of record in Book 5210, Page 363, Register's Office of Davidson County, Tennessee.

Beginning at a point lying on the westerly margin of Anderson Road at the common front corner of lots 3 and 4 on the plan of Woodymore Heights, Section 1, as of record in Book 5210, Page 363, Register's Office of Davidson County, Tennessee, said point further described as lying 734.66, more or less, feet south of the centerline of Country Way Drive; thence leaving the said margin of Anderson Road and running with the common line of said lots 3 and 4 in a westerly direction a distance of 120.00 feet to a point; thence leaving the said common line of lots 3 and 4 north 9 degrees, 26 minutes, 29 seconds east a distance of 95.03 feet to a point lying at the common rear corner of lots 4 and 5; thence running with the common line of said lots 4 and 5 in a easterly direction a distance of 143.32 feet to a point lying on the weasterly margin of Anderson Road; thence running with the said margin of Anderson Road in a southerly direction around a curve, having a radius of 675.0 feet, to the left a distance of 62.00 feet to the point of beginning.

Being the same property conveyed to Woodrow F. Moore and Wife, Beatrice M. from B. C. & Sarah Leaverett, of record in book 3532, page 555, Register's Office for said County.

CHECK 05/15 46.10-

375

This is unimproved ( ) improved ( ) property, known as _____ (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, and we do hereby 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 the said real estate to said grantees, their heirs and assigns, against the lawful claims of all persons.

AND NOW, for the purpose of further and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the collection of the same in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar cash in hand paid, the said grantees herein do hereby transfer and convey unto _____ Trustee, his successors and assigns, the following hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purpose of securing the payment of said notes. The grantors 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 on said property as they become due and before they become delinquent; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured thereby, the same to bear interest at the rate of 10% per annum from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to the tenor and effect thereof, and keep and perform the agreements to pay for repairs and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But should default be made in the payment of 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, then 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 after 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: The statutory right of redemption is expressly waived.

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 notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.
4th. The residue, if any, to be paid to the grantors 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 Register 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 8th day of May 1984.

Beatrice M. Moore — Woodrow L. McElroy

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

STATE OF ALABAMA
COUNTY OF CULLMAN

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Beatrice M. Moore, 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 Cullman, Alabama, this 12th day of May, 1984.

Betty J. Young Notary Public

Commission expires February 14, 1987

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

BOOK 6316 PAGE 609

Witness my hand and official seal at Nashville

Tennessee, this 8th day of May, 1984.

Gary B Fisher
Notary Public

Commission expires: 11-1-87

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, The undersigned, a Notary Public of the State and County aforesaid, personally appeared Travis L. McElroy, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be President of the Farr-Mac Construction & Development Co., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as President.

Witness my hand and seal, at office in Nashville, TN.

this 8th day of May, 1984

Gary B Fisher
Notary Public

Commission expires: 11-1-87

# OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 6316 PAGE 610

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 |
|---|---|---|---|---|
| | | | 11000.00- | CONT. |
| | | | 10000.00- | MONT. |
| | | | 20.00 | CRTAX |
| | | | 8.00 | MSTAX |
| | | | .50 | PRFEE |
| | | | 9.00 | WDEED |
| | | | CHECK | 46.10- |
| | | | 5475A06/15/84 BAL | .01 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

129494

IDENTIFICATION REFERENCE

JUN 15 1 34 PM '84

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 0044763