INSTALLMENT DEED

BOOK 6367 PAGE 600

Address New Owners:	Send Tax Bills to:	Map-Parcel Nos.
William W. Allen and Sherry Allen 2807 Druid Drive Nashville, Tennessee 37211	Same	119-10 82

STATE OF TENNESSEE,
COUNTY OF Davidson

This Instrument Prepared By:
GORDON, BOTTORFF, SROUJI,
WATERS & HESS, P.C.
Attorneys at Law
Maryland Manor
5201 Maryland Way
Brentwood, Tennessee 37027
(615) 373-4242

I hereby swear or affirm that the actual consideration or true value of this transfer whichever is greater, is $2,000.00.

Sherry D. Garner
Affiant

Subscribed and sworn to before me this 18th day of May, 1984.

Judy Binkley
Notary Public

My Commission Expires: 10-20-85

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FOR AND IN CONSIDERATION of the sum of Two Thousand and no/100 Dollars ($2,000.00), of which One Thousand and no/100 ($1,000.00) Dollars has been paid in cash, the receipt of which is hereby acknowledged, and for the remaining ONE THOUSAND DOLLARS ($1,000.00) WILLIAM W. ALLEN, the Grantee herein, has executed his promissory note of even date herewith in the amount of ONE THOUSAND DOLLARS ($1,000.00), payable to the order of SHERRY D. GARNER, being due and payable six (6) months from date, bearing no interest, and providing for payment of attorney's fees, and to secure the payment of said indebtedness principal and attorneys fees, a lien is expressly retained on the land herein conveyed; therefore, I, SHERRY D. GARNER, have this day bargained and sold, and do hereby transfer and convey unto the said WILLIAM W. ALLEN and wife, SHERRY ALLEN, their successors, heirs and assigns, my undivided one-half interest in certain real estate in Davidson County, Tennessee, as follows, to-wit:

> Being Lot No. 63 on the Plan of Hidden Acres Subdivision, of record in Book 1130, page 89, Register's Office, Davidson County, Tennessee.
>
> Being the same property conveyed to William W. Allen and wife, Sherry D. Allen by deed from Lloyd Carver and wife, Margaret A. Carver, of record in Book 4974, page 135, Register's Office, Davidson County, Tennessee; further being the same property conveyed to William W. Allen and Sherry D. Allen as tenants in common pursuant to a Final Decree of Divorce of record in Book 110C, page 2103, Circuit Court Clerk's Office, Davidson County, Tennessee. (Sherry D. Allen and Sherry D. Garner being one and the same person.)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title, and interest thereto belonging to the said WILLIAM W. ALLEN and wife, SHERRY ALLEN, their heirs and assigns, forever. The grantor covenants that she is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and

that the same is unencumbered except by a lien created by an instrument of record in Book 4974, Page 137, Register's Office of Davidson County, Tennessee.

Grantor further covenants and binds herself, her heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, 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 as it matures, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said WILLIAM W. ALLEN, hereinafter referred to as the trustor, hereby transfers and conveys unto M. Linda Hughes, 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:

Trustor agrees 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 said property, 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.

Trustor further agrees to pay all taxes and assessments thereon, general or special, and to pay them when due, to the holder of said indebtedness 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 hereafter 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 trustor upon demand 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 six percent (6%) interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

NOW, if trustor shall pay the indebtedness, taxes and insurance 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, taxes or insurance, or any installment thereof, or interest thereon, is not paid promptly when due, or if, failing to keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustor fails 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 the equity of redemption, and all other rights of redemption prior to or following foreclosure, statutory or otherwise, including, but not limited to rights set forth in T.C.A. §66-8-101, 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. The trustee may, at any time after default in the payment of any of 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 any 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 power and trusts may be required, the lawful owner and holder of said indebtedness, or, if more than one when 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.

MAXEY G. GARNER, husband of SHERRY D. GARNER, hereby joins in this conveyance for the sole purpose of conveying any marital right, title or interest in and to said property he may have.

WITNESS our hands the day and date appearing herein.

WILLIAM W. ALLEN

SHERRY D. GARNER

SHERRY ALLEN

MAXEY G. GARNER

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, WILLIAM W. ALLEN and wife, SHERRY ALLEN, the within named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 20th day of Aug., 1984.

Brenda S. Worden
Notary Public

My Commission expires: _____

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, SHERRY D. GARNER and MAXEY G. GARNER, the within named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 18th day of May, 1984.

Judy Binkley
Notary Public

My Commission expires: 10-20-85

RUSH

IDENTIF. REFERENCE

AUG 27 10 58 AM '84

REGISTER'S OFFICE
DAVIDSON COUNTY, TN

145.00

08/27 20.70- CHECK

3214

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF_____

FOR_____

BOOK 6367 PAGE 605

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

2000.00- CONT.
5.20 CSTAX
.50 PRFEE
15.00 DEED
CHECK 20.70-
5214A08/27/64 CAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

14500

IDENTIF. REFERENCE

AUG 27 10 58 AM '64

REGISTER
DAVIDSON COUNTY, TN

No.0063901