INSTALLMENT DEED BOOK 6370 PAGE 366

For and in Consideration of the sum of Forty-Two Thousand Five Hundred Dollars and no/100------($42,500.00)---------- Dollars,

of which Ten Thousand Five Hundred ($10,500.00)---------- Dollars,

has been paid in cash by Curtis T. Stewart

the receipt of which is hereby acknowledged, and for the remainder Thirty Two Thousand ~~Twelve Thousand~~ ~~Five Hundred ($12,500.00)~~ ($32,000.00) Dollars, the said Curtis T. Stewart (unmarried) has executed his negotiable promissory note in the principal amount of Thirty-Two Thousand ($32,000.00) Dollars payable to the order of Third National Bank in Nashville as Conservator for the property of Mrs. Gertrude Waller Green, in one hundred eighty successive monthly installments, each in the amount of Three Hundred Eighty-Four Dollars and six/100 ($384.06),including interest at twelve per cent (12%) per annum, commencing on the 1st day of October ,1984 and one each on the same day of each successive month thereafter, the last installment to include any and all unpaid principal and interest and charges and claims secured hereby. Payments shall be applied first to interest and the remainder to principal.

and to secure the payment of the debt hereinabove set out together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained on the land herein conveyed, Third National Bank in Nashville, as conservator for the estate and property of Mrs. Gertrude Waller Green (unmarried)

have this day bargained and sold, and do hereby transfer and convey unto the said Curtis T. Stewart, his heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 69 on the Map of Moss Rose Heights, Sections 3 and 4, of record in Book 1835, page 103 Register's Office for said County.

SAID Lot No. 69 fronts 80 feet on the easterly side of Ivy Drive and runs back between parallel lines, 178.3 feet to a dead line.

BEING the same property conveyed to J. Trawick Green and wife, Gertrude Waller Green, by deed from Robert B. Dalton and wife, Helen Lee Dalton, or record in Book 4152, page 156, Register's Office for Davidson County, Tennessee. The said J. Trawick Green having since died.

This conveyance is subject to applicable provisions of restrictive covenants of record in Book 1905, page 112; Book 1916, page 394, and Book 1153, page 283 and Plan of record in Book 1835, page 103, said Register's Office. Property taxes for the year 1984 have been pro-rated and are assumed by the Buyer.

This deed is executed by Third National Bank in Nashville pursuant to its appointment as Conservator for Mrs. Gertrude Waller Green by order entered in Minute Book 293, page 45, of the Probate Court of Davidson County, Tennessee and to an order of said Court entered in Minute Book 293, page 60, authorizing the sale and execution of a deed by it on behalf of Mrs. Gertrude Waller Green.

This is unimproved ( ) improved (X) property, known as 3906 Ivy Drive, Nashville, Tennessee 37216
(House Number) (Street) P. O. Address (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Curtis T. Stewart, his heirs and assigns forever ~~covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered~~ ~~and further covenant and bind~~ heirs and representatives, to warrant and forever defend the title to said real estate to said ~~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 Curtis T. Stewart, unmarried

do hereby transfer and convey unto , 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 Curtis T. Stewart

do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured ~~in some~~ with fire and extended coverage in some reliable fire insurance company or companies for at least the sum of the insurable value 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. under standard mortgage clause covering the beneficiary and deliver each policy to holder prior to inception I 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 I 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. at the maximum rate permitted by law.

Now, if I, the said Curtis T. Stewart 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 I fail to pay any one of said notes or part thereof, promptly at maturity or if ~~I am failing~~ I fail to pay taxes, or keep up repairs or keep said premises insured as herein provided; or if I 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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 or holder may bid at any sale under this trust conveyance. I agree, that the Trustee may, at any time after default in the payment of any one of said notes, or any default or covenant or obligation hereunder, enter and take possession of said property, and shall only account for the net rents actually received by him. I 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 Curtis T. Stewart, his representatives or assigns.

This installment deed shall bind and inure to the benefit of the parties their heirs, executors, administrators, successors and assigns.

If the property hereinabove described, or any interest therein, should be sold or otherwise transferred, at voluntary or judicial sale or otherwise, or if the obligator assigns the rents, the holder of the note reserves the right at its option, to declare the entire indebtedness secured hereby, including accrued unpaid interest, due and payable, without notice; provided, however, the owner may sell the property to a qualified purchaser who assumes the indebtedness secured hereby with the written consent of the holder.

Failure to exercise the aforesaid or any other such option to accelerate the indebtedness shall not constitute a waiver of the right to exercise it in the event of any subsequent default, nor shall any forbearance, extension of time, or modification of payment terms, constitute a waiver of the rights to declare a default.

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 _____, Trustee, shall be vested in said successor.

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 BOOK 6370 PAGE 369 and _____ hereunto set our hands at Nashville, Tennessee, this the 29 day of August 1984

Third National Bank in Nashville
Conservator for Gertrude Waller Green
by: Leonard Wood UP&TO
Curtis T. Stewart
Curtis T. Stewart

STATE OF TENNESSEE

Davidson **County**

Personally appeared before me, M. GRAHAM GRAF, a Notary Public in and for said County and State, the within named Curtis T. Stewart,

the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 29 day of AUGUST, 1984

M. Graham Graf, Notary Public.

My Commission Expires OCT. 19, 1986
Commission Expires _____

STATE OF TENNESSEE

DAVIDSON **County.**

Before me, M. GRAHAM GRAF, a Notary Public in and for the State and County aforesaid, personally appeared LEONARD WOOD,

with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the VICE-PRESIDENT & TRUST OFFICER of the Third National Bank in Nashville a corporation, and that he as such VICE-PRESIDENT & TRUST OFFICER, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as VICE-PRESIDENT & TRUST OFFICER.

Witness my hand and official seal at Nashville, Tennessee, this 29 day of AUGUST, 1984

M. Graham Graf, Notary Public.

Commission Expires My Commission Expires OCT. 19, 1986

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of _____, the within named bargainor, a partnership and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as a partner.

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

_____, Notary Public.

Commission Expires _____

I 4 6 3 8 1

IDENTIF. REFERENCE

AUG 30 10 49 AM '84

FELIX Z. ROBINSON JR. REGISTER
DAVIDSON COUNTY, TN

RUSH

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Curtis T. Stewart (NAME)	Same (NAME)	073-01-0226 00
3906 Dory Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville Tenn. 37216 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

J. Vaulx Crockett
Attorney at Law
306 Nashville City Bank Bldg.
Nashville, Tennessee 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 42,500.00 Curtis T. Stewart
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29th DAY OF August, 1984

Notary Public

MY COMMISSION EXPIRES: 4/19/87

(AFFIX SEAL)

08/30.156.00- CHECK

6377

OFFICIAL RECEIPT

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

BOOK 6370 PAGE 371

RECEIVED OF _____

FOR _____

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
			42500.00- CAMT.	
			32000.00- MAMT.	
			110.50 CSTAX	
			30.00 MSTAX	
			.50 PRFEE	
			15.00 MDEED	
			CHECK	166.00-
			6377A08/30/84 CAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 4 6 3 8 1

IDENTIF. REFERENCE

AUG 30 10 43 AM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 0065022