Gail Pigg, Attorney
One Commerce Place, St. 1401
Nashville, TN 37239

Installment Deed

BOOK 6426 PAGE 685

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
RMW Investments,	same	93-11-A
a partnership 104 W. Brookfield	(NAME:)	#119
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37205	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Fifty Thousand and No/100 ($50,000.00) ---------- *Dollars,*

of which Five Thousand and No/100 ($5,000.00) ---------- *Dollars, has been paid in cash,*

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

Forty-Five Thousand and No/100 ($45,000.00) ---------- *Dollars,*

RMW Investments, a partnership *has executed*

a promissory note of even date herewith payable to Haury & Smith Contractors Inc., in the principal amount of $45,000.00, bearing interest at Twelve (12%) percent per annum, payable as follows: an amount equal to all accrued interest shall be due and payable quarterly, with the first such payment due February 2, 1985, and an amount equal to all accrued interest each three months thereafter; provided, however, the entire principal balance and all accrued interest shall be paid in full on or before November 2, 1987. This trust agreement also covers any extensions granted to the aforesaid note, as well as renewals thereof. In the event the property is sold, transferred or conveyed, the aforesaid note will become immediately due and payable at the option of the holder. In the event holder consents to an assumption, said consent, to be effective, must be in writing.

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,

HAURY & SMITH CONTRACTORS, INC.

have this day bargained and sold, and do hereby transfer and convey unto the said

RMW INVESTMENTS, A PARTNERSHIP

their *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, being Lot No. 119 on the Plan of Academy Square of record in Book 5200, page 614, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description of said lot.

Being the same property conveyed to Haury & Smith Contractors, Inc. by deed from Metropolitan Development and Housing Agency, of record in Book 6070, page 280, said Register's Office.

This conveyance is subject to covenants, conditions and restrictions, of record in Book 6117, page 681, said Register's Office, as amended in Book 6222, page 873, and to the conditions set forth in the Charter of Academy Square, Inc., of record in Book 6125, page 384, said Register's Office, a non-profit Homeowner's Association organized under the State of Tennessee and the By-Laws of said corporation, of record in Book 6117, page 700, said Register's Office. Said covenants, conditions and restrictions contain an assessment for common charges.

11/15 135.50- CHECK

7522

GAIL PIGG NOTARY PUBLIC DAVIDSON COUNTY TENNESSEE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 50,000.00

Subscribed and sworn to before me, this the 2nd day of November, 84

Affiant

My commission expires: 6/20/85 (Affix Seal)

Notary Public

Failure to keep the property in good repair and maintenance; failure to keep the property insured as herein privided, and to furnish holder a païd receipt and certificate of coverage no less frequently than annually; failure to pay taxes or assessments when due; and failure to pay any installment when due, will constitute a breach of the terms of this document and all sums due hereunder shall become immediately due and payable. In the event holder must pay any assessments, taxes, repairs or insurance premiums to protect their interest hereunder, said amount so expended shall be added to the principal balance and bear interest as specified in the note.

The property secured by this instrument is a part of the Academy Square Homeowners Association. Failure to pay assessments as established by the Board of Directors shall likewise constitute a default of this agreement.

This is (unimproved ( ) improved (X)) property, known as Lot 119, Academy Square, Nashville, TN
(House Number) (Street) 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 RMW INVESTMENTS, a partnership *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 unencumbered.,* except for plan in Bk.5200,p.61 easement in Bk.6222,p.873, and as set out above.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* RMW INVESTMENTS, a partnership *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 RMW INVESTMENTS, a partnership ..... *hereinafter referred to as trustors, hereby transfer and convey unto* Phyllis McAlister, *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 $ 45,000.00, *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,* and to provide said holder certificate of coverage, with paid receipt upon request.

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 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 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 ~~8~~ 12 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

BOOK 6426 PAGE 687

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 the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly retained, 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:

*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 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.

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

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 2nd *day of* November, *19*84.

RMW INVESTMENTS, A PARTNERSHIP

Haygy and Smith Contractors Inc

By Jesse L. Smith III

BY: Warren W. Woodring, partner

G. Scott Rayson, partner

Harry Hill McAllister

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., a Notary Public in and for said County and State, ...

the within named 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.....Tennessee, this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

STATE OF .....

COUNTY OF .....

BOOK 6426 PAGE 688

Personally appeared before me, ..., a Notary Public in and for said County and State, ...

the within named 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 .....

I 6384 6 IDENT. REFERENCE Nov 16 1:39 PM 1984 FELIX A. ZIMLICH REGISTER DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned *a Notary Public of the State and County aforesaid, personally appeared* Warren W. Woodring, G. Scott Rayson and Harry themselves Hill McAllister *with whom I am personally acquainted, and who, upon oath, acknowledged* ~~xxx~~ *to be* partners *of the* RMW Investments, *the within named bargainor, a* ~~xxxxxxxx~~ *and that* t *he* ~~x~~ *as such* partners, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the* ~~xxxxxxx~~ partnership *by* themselves *as* partners.

Witness my hand and seal, at office in Nashville, Tennessee, *this* 2nd *day of* November, *19*84

Commission expires 1/20/85

.....*Notary Public*

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, gail Pigg, a Notary Public of the State and County aforesaid, personally appeared Reese L. Smith III, with whom I am personally acquainted and who, upon oath, acknowledged him self to be vice president of the Haury and Smith Contractors, Inc., the within named bargainor, a corporation, and that he as such vice 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 vice president.

Witness my hand and seal at office in Nashville, Tennessee, the 2nd day of November, 1984.

Gail Pigg
Notary Public

Commission Expires 1/20/85

INSTALLMENT DEED

FROM
Haury & Smith Contractors, Inc.

TO
RMW Investments, a partnership

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 6426 PAGE 689

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

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

MISC -MISCELLANEOUS
COTX -STATE TAX CONVEY
MOTX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			50000.00- CAMT.	
			45000.00- MAMT.	
			130.00 CSTAX	
			45.00 MSTAX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 185.50-	
			75224 11/15/84 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

1 6 3 8 4 6

T
IDENTIF. REFERENCE

Nov 15 1 39 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 0085549