INSTALLMENT DEED

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 by Thomas G. Tucker, et ux, Melissa Lori Tucker the receipt of which is hereby acknowledged, and for the remainder FORTY-FIVE THOUSAND AND NO/100 ($45,000.00) Dollars, the said Thomas G. Tucker and wife, Melissa Lori Tucker has executed an installment deed note in the principal amount of $45,000.00 payable to the order of Everett Bryant Woodroof. Said note being payable in 240 equal monthly installments of $495.46 each, with the first installment being due and payable February 1, 1985 and thereafter on the same day of each succeeding month alike amount is due and payable until the entire amount, both principal and interest have been paid in full. Said note bears interest at the rate of 12% per annum and interest is included in said payments.

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, Everett Bryant Woodroof and wife, Hazel C. Woodroof have this day bargained and sold, and do hereby transfer and convey unto the said Thomas G. Tucker and wife, Melissa Lori Tucker, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 148 on the Plan of Hazelwood, Section 14 as of record in Book 4660, page 92, Register's Office for Davidson County, Tennessee.

Said Lot No. 148 fronts 76.76 feet on the southerly margin of Fanning Drive and extends back 164.28 feet on the westerly margin and 158.56 feet on the easterly margin to a line in the rear on which it measures 53.48 feet.

Being part of the property conveyed to Everett Bryant Woodroof by deed from R. B. Woodroof and wife, Margaret C. Woodroof of record in Book 4842, page 7, Register's Office for Davidson County, Tennessee

1. Prepayment of the note may be made in multiples of 1,000 on the 1st day of any January without penalty.
2. Certificate of paid tax receipt must be mailed to the grantors on or before March 1 of every year for the taxes for the preceding year.

This Instrument Was Prepared By

Phillip Sandon (gl)

Of The Law Firm Pedigo & Sandon

Stahlman Building: Nashville, Tennessee

3. This property may not be transferred without the payment of the entire indebtedness placed herein.

This is unimproved ( ) improved ( ) property, known as _____ (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 Thomas G. Tucker and wife, Melissa Lori Tucker 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Thomas G. Tucker, et ux Melissa Lori Tucker, their 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 us in hand paid, we, the said Thomas G. Tucker, et ux Melissa Lori Tucker

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do hereby transfer and convey unto Phillip Saindon, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

, the said Thomas G. Tucker and wife, Melissa Lori Tucker

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 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.

We 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 we 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.

Now, if we, the said Thomas G. Tucker, et ux Melissa Lori Tucker 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 we fail to pay 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 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 may bid at any sale under this trust 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:

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 grantors 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 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 Phillip Saindon, 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 Everett Bryant Woodroof, et ux Hazel C. Woodroof and Thomas G. Tucker and wife, Melissa Lori Tucker hereunto set our hands at Nashville, Tennessee, this the 7th day of June 19 84

Everett Bryant Woodroof

Hazel C. Woodroof

Thomas G. Tucker

Melissa Lori Tucker

STATE OF TENNESSEE

Davidson **County**

Personally appeared ~~before me~~, Donna C. Randolph, a Notary Public in and for said County and State, the within named Everett Bryant Woodroof and wife, Hazel C. Woodroof and Thomas G. Tucker and wife, Melissa Lori Tucker

the bargainors, 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 purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 7th day of June, 1984.

Donna C. Randolph, Notary Public

Commission Expires 4-19-87

STATE OF TENNESSEE

_____ **County.**

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 the _____ of the _____, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____

_____,

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

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE
COUNTY OF _____

BOOK 6465 PAGE 114

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 _____

276
01/02 185.50 CHECK

INSTALLMENT DEED

FROM
EVERETT BRANT WOODROOF, ET UX

TO
THOMAS G. TUCKER, ET UX

Attorneys Title Company
Title Guaranteed

NASHVILLE, TENN.

RECORDED
JAN 2 10 39 AM '85
FELIX A. WILSON III REGISTER
DAVIDSON COUNTY, TN

IDENTIF. REFERENCE

I.7.4.0.1.0

PEDIGO & SAINDON

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
Thomas G. Tucker, et ux (NAME)	Same (NAME)	Map 148-12
4537 Fanning Dr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 219-220
Antioch TN 37013 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$50,000.00 = Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 7th DAY OF June, 1984

Notary Public

MY COMMISSION EXPIRES: 4-19-87

(AFFIX SEAL)

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

RECEIVED OF _____

FOR _____

BOOK 6465 PAGE 115

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

60000.00- CAMT.
45000.00- MAMT.
130.00 CSTAX
43.00 MSTAX
.50 PRFEE
12.00 WDEED
CHECK 185.50-
027640I/02/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 7 4 0 I 0

IDENTIF. REFERENCE

JAN 2 10 39 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 97987