THIS INSTRUMENT WAS PREPARED BY
[illegible]
NASHVILLE, TENNESSEE 37203

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BOOK 6472 PAGE 516

IDENTIF. REFERENCE

RECSH JAN 10 9 33 PM '85
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

**INSTALLMENT DEED**

| ADDRESS NEW OWNER AS AS FOLLOWS: | SEND TAX BILLS TO: | MAP PARCEL NUMBERS: |
|---|---|---|
| MARY JO RAPETTI | SAME | Map 83-7 |
| 545 Skyview Drive | | Parcel 296 |
| Nashville, TN 37206 | | |

FOR AND IN CONSIDERATION of the sum of Sixty Two Thousand Five Hundred and No/100 ($62,500.00) Dollars of which Seven Thousand Five Hundred and No/100 ($7,500.00) Dollars has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of Fifty Five Thousand and No/100 ($55,000.00) Dollars MARY JO RAPETTI has executed and delivered two (2) Promissory Notes of even date payable to EVELYN S. DEAL one note being in the principal amount of Five Thousand and No/100 ($5,000.00) Dollars payable January 4, 1986 with interest at 11% per annum and one note being in the amount of Fifty Thousand and No/100 ($50,000.00) Dollars payable in one hundred twenty (120) equal monthly installments of principal and interest, with interest computed at 11% per annum and both of said notes providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, EVELYN S. DEAL, an unmarried person has this day bargained and sold, and does hereby transfer and convey unto the said MARY JO RAPETTI, an unmarried person, the Grantee herein, her successors, heirs and assigns certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 8 on the Map of Rolling Acres, as of record in Book 1130, page 34, Register's Office for said County, described as follows:

Beginning at a point in the south margin of Eastland Avenue at the corner of Lots Nos. 7 and 8; thence with the line between said lots, southerly 176 feet to the corner of Lot No. 9; thence with the line between Lots No. 8 and 9, westerly 150 feet to the east margin of Skyview Drive; thence with the margin of the same northerly 138.4 feet to the beginning of a curve; thence around said curve in a northeasterly direction 43.9 feet to the south margin of Eastland Avenue; thence with the margin of said avenue easterly 99 feet to the beginning.

Being the same property conveyed to John W. Deal and wife, Evelyn Sanders Deal of record in Book 1432, page 386, Register's Office for said County, the said John W. Deal, having since died.

Subject to 1985 property taxes which have been assumed by Grantee and subject to all restrictions and easements of record.

Subject to restrictions of record in Book 1140, Page 182, and Book 1181, Page 401, Register's Office for Davidson County, Tennessee.

Subject to the plan of record in Book 1130, Page 34, said Register's Office, shows a 30-foot setback line from Eastland Avenue and Skyview Drive.

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

The actual consideration for this transfer is Sixty Two Thousand Five Hundred and No/100 ($62,500.00) Dollars.

Mary Jo Tripetto
AFFIANT

Subscribed and sworn to before me this the 1st day of January, 1985.

NOTARY PUBLIC

My Commission Expires:

10/15/86

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee her successors, heirs and assigns forever I 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.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Grantee, her 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 Grantee hereinafter referred to as trustor, hereby transfers and conveys unto Alan B. Wright, 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 the unpaid principal balance of said notes (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 or payable to the holder of said indebtedness.

Trustor further agrees to pay all taxes and assessments thereon, general or special, and to pay them when and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, 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 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 11 percent 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 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, 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 south door of the Courthouse 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 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 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 trustor, her 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.

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 4 day of January, 1985.

Evelyn S. Deal
EVELYN S. DEAL

Mary Jo Rapetti
MARY JO RAPETTI

STATE OF TENNESSEE )
)
COUNTY OF Davidson )

Personally appeared before me, Jacque D. Johnson, a Notary Public in and for said County and State, EVELYN S. DEAL the within named bargainor, with whom I am personally acquainted, or proved to me based on satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 8th day of January, 1985.

Jacque D. Johnson
NOTARY PUBLIC

My Commission Expires:
Oct 24, 1988

STATE OF TENNESSEE )
)
COUNTY OF Davidson )

Personally appeared before me, Joan Brown, a Notary Public in and for said County and State, MARY JO RAPETTI, the within named bargainor, with whom I am personally acquainted, or proved to me based on satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tenn., Tennessee this 9th day of January, 1985.

Joan Brown
NOTARY PUBLIC

My Commission Expires:
10/12/86

01/10 832.00- CHECK
2747

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

BOOK 6472 PAGE 520

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 |
|---|---|---|---|---|
| | | | 62500.00- CAMT. | |
| | | | 55000.00- MAMT. | |
| | | | 162.50 CSTAX | |
| | | | 53.00 MSTAX | |
| | | | .50 PRFEE | |
| | | | ~~0.00 0.00~~ | |
| | | | ~~2747A01/10/85 BAL 5.00~~ | |
| | | | 2747A01/10/85 BAL 5.00 | |
| | | | 12.00 W.DEED | |

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

228.00 CK.

I 7 6 1 1 4

IDENTIF. REFERENCE

JAN 10 3 33 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

**No.** 100393