This instrument prepared by Berry and Freeman, Attorneys-at-Law, 333 Gallatin Rd., South, Madison, TN 37115

BOOK 6475 PAGE 413

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Steve Rose et ux	SAME	6-21
(NAME:) 2501 Baker Road	(NAME:)	
(STREET ADDRESS OR ROUTE NUMBER) Goodlettsville, TN 37072	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of FORTY-FIVE THOUSAND AND NO/100----------($45,000.00)----------*Dollars,* *of which* SEVEN THOUSAND AND NO/100----------($7,000.00)----------*Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* THIRTY-EIGHT THOUSAND AND NO/100----------($38,000.00)----------*Dollars,* STEVE ROSE and wife, PALLIE ROSE *have* ve *executed* their one joint promissory note payable to the order of DORRIS P. DUKE and SAM K. DUKE in the principal amount of thirty-eight thousand and NO/100 at 10% payable as follows:

Three hundred seventy-six and 12/100 ($376.12) beginning MARCH 7th, 1985 and continuing for 179 months with the remaining unpaid balance, plus interest as aforesaid, due and payable on the 180th payment. Said 180th payment being known as a balloon payment. A late charge of 5% will be added to the monthly installment if the payment is more than 15 days late.

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 retainod on the land herein conveyed, DORRIS P. DUKE AND SAM DUKE, *have this day bargained and sold, and do hereby transfer and convey unto the said* STEVE ROSE and wife, PALLIE ROSE their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in the 10th Civil District of Davidson County, Tennessee, formerly the 20th, and being 10.2 acres, more or less, and being described according to a survey of the same made by George W. Watkins, Surveyor, on February 4th, 1955, as follows:

BEGINNING at a point in the original southerly boundary line of the land sold and conveyed by Clarence A. Bruce and wife, Nancy Lee Bruce, by deed of record in Book 2292, page 553, of the Register's Office, Davidson County, Tennessee, near a road; thence N. 9 deg. 30' West 600 feet to an iron pin; thence N 50 deg. 10' West 325 feet to an iron pin; thence N. 47 deg. 15' West 458 feet to an iron pin and the northerly line of the tract herein described and conveyed; thence 56 deg. 45' West and with said line 400 feet to a point; thence South 40 deg. 30' E 307 feet to a 20 inch dead poplar; thence South 57 deg. East 270 feet to an elm stump; thence S. 53 deg. 45' East 369 feet to an iron pin; thence South 26 deg. 30' East 375 feet and crossing the above named road to an iron pin; thence North 75 deg. East 126 feet to the place of beginning.

Being the same property conveyed to Dorris P. Duke and Sam Duke by deed from J.K. Sharp, of record in Book 6424, page 439, Register's Office for Davidson County, Tennessee.

Sam Duke and Sam K. Duke are one and the same person.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater for this transfer is $ 45,000.00

Subscribed and sworn to before me, this the 15th day of JANUARY 19 85

Steve Rose — Affiant

My commission expires: 7-17-88 (Affix Seal)

William T. Berry — Notary Public

This is unimproved ( ) improved ( ) property, known as 2501 Baker Road, Goodlettsville, TN 37072 (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 STEVE ROSE and wife, PALLIE ROSE their *(successors), heirs and assigns forever.* they *covenant that* they 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.* They *further covenant and bind* themselves, their successors and assigns *and representatives, to warrant and forever defend the title to said real estate to said* STEVE ROSE and wife, PALLIE ROSE, 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 STEVE ROSE and wife, PALLIE ROSE *hereinafter referred to as trustors, hereby transfer and convey unto* HARLAN DODSON, III, *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.*

01/16 159.50- CHECK

3911

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 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby. SR. RR

Steve Rose and Pallie Rose hereby expressly waive their statutory right of redemption.

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 aforeasid, 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 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.

BOOK 6475 PAGE 419

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 Registers 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.

Witness hand this 15th day of January, 1985, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Steve Rose
STEVE ROSE

Dorris P Duke
DORRIS P. DUKE

Pallie Rose
PALLIE ROSE

Sam Duke by Dorris P Duke
SAM DUKE BY DORRIS P. DUKE, ATTY.-IN-FACT
Atty-in-Fact

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, THE UNDERSIGNED, a Notary Public in and for said County and State, STEVE ROSE and PALLIE ROSE and DORRIS P. DUKE and SAM DUKE BY DORRIS P. DUKE, ATTY.-IN-FACT

the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 15th day of JANUARY, 1985

William T. Kerr
Notary Public

Commission expires 7-17-88

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared ....., with whom I am personally acquainted, and who, upon oath, acknowledged ....self to be ..... of the ....., the within named bargainor, a corporation, and that ....he as such ....., being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by ....self as .....

Witness my hand and seal, at office in ....., this ....day of ....., 19....

.....
Notary Public

Commission expires .....

FILED JAN 16 1985 9:59 AM
DAVIDSON COUNTY, TN.
REGISTER

IDENTIFICATION REFERENCE

7.70
2.90

INSTALLMENT DEED

FROM
DORRIS P. DUKE AND
SAM DUKE

TO
STEVE ROSE AND
WIFE, PALLIE ROSE

Compliments of
Madison Title Company
Greenhills Office
Phone 298-2661 3815 Cleghorn Ave.
NASHVILLE, TENN. 37215
Representing
Chicago Title Insurance Company
CHICAGO, ILLINOIS

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

RECEIVED OF _____

FOR _____

BOOK 6475 PAGE 420

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
			45000.00-	CAMT.
			36000.00-	MAMT.
			117.00	CSTAX
			36.00	MSTAX
			.50	PRFEE
			6.00	WDEED
			CHECK	159.50-
			391 1A01 1/16/85	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I.7.7.0 6 2

IDENTIF. REFERENCE

JAN 16 9 59 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 101525