INSTALLMENT DEED Form No. WD-4

FROM

W. Ovid Collins, Jr., Executor of the estate of Anne Sweeney

TO

Bill Powell Co.

For draftsman's use

THIS INSTRUMENT WAS PREPARED BY:

M. NORRIS JENKINS
Attorney at Law
4015 Travis Drive
Nashville, TN 37211

BOOK 6482 PAGE 791

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Bill Powell Co. (NAME)	same (NAME)	Map 116-15
600 Murfreesboro Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 78
Nashville, TN 37210 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

I-7.9.6.8.8

IDENTIF. REFERENCE

JAN 29 8 30 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 128,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28th DAY OF January, 19 85

Notary Public

MY COMMISSION EXPIRES: 2-25-85

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of One Hundred Twenty Eight Thousand 00/100 ($128,000.00) DOLLARS

of which $ 32,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees ~~[illegible]~~ $96,000.00, Bill Powell Co., the Grantee has executed its promissory note of even date in the principal sum of $96,000.00 together with interest thereon at the rate of 11 3/4% per annum and payable in equal monthly installments of $1,040.36 per month beginning February 28, 1985, and continuing on the 28th day of each succeeding month. Although this loan is amortized for 240 months, the entire principal balance is due and payable on the 36th month.

Total amount of indebtedness under any contingency in Tennessee is $96,000.00

The 1985 taxes are prorated and assumed by the Grantee herein.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

I, W. Ovid Collins, Jr. Executor of the estate of Anne Sweeney, the Grantor hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Bill Powell Co., a partnership, the Grantee herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 18 of Block 8 on the Map of Re-subdivsion of a part of Royal Oak Subdivision of record in Book 547, page 167, Register's Office for said County.

Said Lot No. 18 of Block 8 fronts 100 feet on the north side of Signal Hill Drive and runs back 179 feet on the west line and 179 feet 7 inches on the east line to a dead line in the rear on which it measures 100 feet.

Being the same property conveyed to Jane Lloyd Fleming and Anne Sweeney, jointy for life with the right of survivorship and upon the death of one title shall become vested in the other in fee simple, by deed from Frances F. White, Executrix under the will of Francis I. White, of record in Book 3253, page 274, said Register's Office. The said Jane Lloyd Fleming and Anne Sweeney having since died, Jane Lloyd Fleming having predeceased Anne Sweeney. By the will of Anne Sweeney of record in Will Book 149, page 486, Probate Court of Davidson County, Tennessee, W. Ovid Collins, Jr. as Executor was given the power to sell the property.

01/2 433.30 CHECK

7096

This is unimproved ( ) improved (X) property, known as 4314 Signal Hill Drive
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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 the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto M. Norris Jenkins Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees 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 $ 96,000.00 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 grantees, 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, 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 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:

*including the statutory right of redemption Re: TCA 66-8-101 thru 66-8-114

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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 28th day of January 1985.

BILL POWELL CO.

x W. Ovid Collins Executor

BY: W.E. Powell Partner

W. OVID COLLINS, JR., Executor of the estate of Anne Sweeney

W.E. POWELL

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named W. Ovid Collins, Jr., Executor of the estate of Anne Sweeney and W.E. Powell the 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, Tennessee, this 28th day of January, 1985.

M. Kathryn, Notary Public.

Commission expires 12-5-85.

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 .....

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

RECEIVED OF _____ BOOK 6482 PAGE 793

FOR _____

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

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

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			128000.00-	CAMT.
			96000.00-	MAMT.
			332.80	CSTAX
			94.00	MSTAX
			.50	PRFEE
			6.00	WDECD
			CHECK.	433.30-
7096A01			1/29/85 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 7 9 6 8 8

IDENTIF. REFERENCE

JAN 29 8 30 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 104618