BOOK 6493 PAGE 737

I 8 3 4 8 6

This Instrument Prepared By:
Harwell Barr Martin & Stegall
A Professional Corporation
172 Second Avenue North
P. O. Box 2960
Nashville, Tennessee 37219

IDENTIF. REFERENCE

Installment Deed

FEB 15 3 29 PM '85

REGISTER
DAVIDSON COUNTY, TN

Address New Owner(s) as follows: Send Tax Bills to: Map-Parcel Numbers:

Mr. and Mrs. Joseph McConnell, Sr. Same 84-140-143
1935 Avalon Drive 15 DZ 53330
Nashville, Tennessee

FOR AND IN CONSIDERATION of the sum of Thirty-Five Thousand Ten and No/100 Dollars ($35,010.00), of which Ten and No/100 Dollars ($10.00) has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Thirty-Five Thousand and No/100 Dollars ($35,000.00), Joseph Leon McConnell, Sr. and wife, Teresa Lynn R. McConnell have executed their promissory note payable with monthly interest at the rate of nine percent (9%) per annum and principal payments in ten equal consecutive annual amounts of Three Thousand Five Hundred and No/100 Dollars ($3,500.00) on February 15, 1986 and every February 15th thereafter in accord with the terms thereof, and 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, Alton E. McConnell, Sr. and wife, Charlene L. McConnell have this day bargained and sold, and do hereby transfer and convey unto the said Joseph Leon McConnell, Sr. and wife, Teresa Lynn R. McConnell, their successors, heirs and assigns, certain real estate in Davidson County, Tennessee as follows:

> Land in Davidson County, Tennessee, being Lot No. 8 on the Plan of Virginia Manor Subdivision of record in Book 1835, Page 22, Register's Office for Davidson County, Tennessee
>
> Said Lot No. 8 fronts 70 feet on the northwesterly margin of Avalon Drive and extends back between lines 159.56 feet on the easterly line and 160.84 feet on the westerly line to a dead line, on which it measures 70.01 feet.
>
> Being the same property conveyed to Alton E. McConnell, Sr. and wife, Charlene L. McConnell by Warranty Deed from S. J. Dale and wife, Lettie C. Dale, dated May 3, 1951 of record in Book 1972, Page 537, Register's Office for Davidson County, Tennessee.

This is improved property, known as 1985 Avalon Drive, Nashville, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Joseph Leon McConnell, Sr. and wife, Teresa Lynn R. McConnell, their successors, heirs and assigns forever, we do 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 1985 taxes. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Joseph Leon McConnell, Sr. and wife, Teresa Lynn R. McConnell, 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 Joseph Leon McConnell, Sr. and wife, Teresa Lynn R. McConnell hereinafter referred to as trustors, hereby transfer and convey unto Jonathan Harwell, 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, insecured in some reliable fire insurance company, or companies, for the sum of $35,000.00, or at least the maximum insurable value, whichever is greater, 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.

02/15 133.50 CHECK

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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 appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with all 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.

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, failure 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 a 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 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 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 forgoing 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.

WITNESS our hands this 15th day of February, 1985.

GRANTORS:

Alton E. McConnell, Sr. — Joseph Leon McConnell, Sr.

ALTON E. McCONNELL, SR. — JOSEPH LEON McCONNELL, SR.

Charlene L. McConnell — Teresa Lynn R. McConnell

CHARLENE L. McCONNELL — TERESA LYNN R. McCONNELL

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Debbie Tribble, a Notary Public of said county, Alton E. McConnell, Sr. and wife, Charlene L. McConnell, the within named 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 purposes therein contained.

Witness my hand, at office, this 15th day of February, 1985.

Debbie Tribble
Notary Public

My Commission Expires:

9-20-86

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Debbie Tribble, a Notary Public of said county, Joseph Leon McConnell, Sr. and wife, Teresa Lynn R. McConnell, the within named 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 purposes therein contained.

Witness my hand, at office, this 15th day of February, 1985.

Debbie Tribble
Notary Public

My Commission Expires:

9-20-86

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $35,000.00.

Subscribed and sworn to before me, this the 15th day of February, 1985.

Affiant

Debbie Tribble
Notary Public

My Commission Expires:

9-20-86

JH/ske

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

RECEIVED OF _____

FOR _____

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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

35000.00- CAMT.
35000.00- MAMT.
91.00 CSTAX
33.00 MSTAX
.50 PRFEE
9.00 WDEED
CHECK 133.50-
1637A02/15/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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IDENTIF. REFERENCE

FEB 15 3 29 PM 85

FEL... DAVIDSON COUNTY, TN

No. 109016