B0431

I 8 7 3 1 9

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

IDENTIF. REFERENCE

MAR 6 2 59 PM '85

REGISTER
DAVIDSON COUNTY, TN

INSTALLMENT DEED

Address New Owner(s) as follows: Send Tax Bills to:

Mr. and Mrs. Leslie G. Reuther
4505 Harding Road, B-5285
Nashville, Tennessee 37205

Same

Map-Parcel Numbers:

116-3-B 112
7 DA 78010

BOOK 6505 PAGE 44

FOR AND IN CONSIDERATION of the sum of Eighty Thousand and No/100 Dollars ($80,000.00), of which Sixty-Two Thousand Five Hundred and No/100 Dollars ($62,500.00) has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Seventeen Thousand Five Hundred and No/100 Dollars ($17,500.00), Leslie G. Reuther and wife, Laura D. Reuther have executed their promissory note payable in one payment of Seventeen Thousand Five Hundred and No/100 Dollars ($17,500.00) due upon the sale of their home at 2122 Golf Club Lane, but no later than May 13, 1985. No interest shall be due if paid on or before May 13, 1985, however, if not paid by that date, the entire unpaid principal balance shall bear interest at the rate of eighteen (18%) percent per annum until said note is paid in full, 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, Julia B. Cross has this day bargained and sold, and does hereby transfer and convey unto the said Leslie G. Reuther and wife, Laura D. Reuther, their successors, heirs and assigns, certain real estate in Davidson County, Tennessee as follows:

> A certain condominium apartment in Davidson County, Tennessee, being Unit No. 112 on the plan of Royal Oaks Apartments, Condominium Apartments, of record in Book 5200, page 45, Register's Office for said County, which plan and record thereof are incorporated herein and made a part hereof by reference.
>
> Being the same property conveyed to Julia B. Cross by deed from Moulton Farrar, III, et ux Ann Wharton Farrar, of record in Book 5617, page 449, Register's Office for Davidson County, Tennessee.
>
> The property herein conveyed is subject to the restrictions, easements, liens and other matters set forth in the Master Deed and By-Laws of record in Book 5282, page 972, Register's Office for Davidson County, Tennessee, and to the matters set forth in the above mentioned plan of record.

This is improved property, known as 4505 Harding Road, B-5285, Nashville, Tennessee 37205.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Leslie G. Reuther and wife, Laura D. Reuther, their successors, heirs and assigns forever, I do 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, except for 1985 taxes. I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Leslie G. Reuther and wife, Laura D. Reuther, 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 as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Leslie G. Reuther and wife, Laura D. Reuther, hereinafter referred to as trustors, hereby transfer and convey unto Jonathan Harwell, Trustee, his successors and assigns, the real estate hereinbefore

03/06 2116.00 CHECK

6357

described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustors agree to keep this improvement insured in some reliable fire insurance company, or companies, for at least the sum of $17,500.00, 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.

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 fees, 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 six 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 advice on matters relating to 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 1st day of March, 1985.

Julia B. Cross
JULIA B. CROSS

Leslie G. Reuther
LESLIE G. REUTHER

Laura D. Reuther
LAURA D. REUTHER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Debbie Tribble, a Notary Public of said county, Julia B. Cross, the within named bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 1st day of March, 1985.

Debbie Tribble
Notary Public

My Commission Expires:
9-20-86

DEBBIE TRIBBLE NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Debbie Tribble, a Notary Public of said county, Leslie G. Reuther and Laura D. Reuther, 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 1st day of March, 1985.

Debbie Tribble
Notary Public

My Commission Expires:
9-20-86

DEBBIE TRIBBLE NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $80,000.00.

The total amount of indebtedness under any contingency in Tennessee is $17,500.00.

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

Affiant

Notary Public

My Commission Expires:

9-20-86

DEBBIE TRIBBLE NOTARY PUBLIC AT LARGE TENNESSEE

JH/vge

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

RECEIVED OF _____

FOR _____

BOOK 6505 PAGE 48

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
			80000.00- CAMT	
			17500.00- MAMT	
			208.00 CSTAX	
			15.50 MSTAX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	236.00-
6357A03/06/65			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

187319

IDENTIF. REFERENCE

MAR 6 2 39 PM '65

FELIX Z. WILSON, II, REGISTER
DAVIDSON COUNTY, TN

No. 113610