Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Helen P. Moore	New Owner	129-11A-106
(NAME:)	(NAME:)	
106 Emma Neuhoff Ct.	Same	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	BOOK 6527 PAGE 696
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Seventy Thousand ($70,000.00) Dollars, of which Ten Thousand ($10,000.00) Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remaining ~~Dollars~~ Sixty Thousand ($60,000.00) Dollars, the grantee, Helen P. Moore, has ex- ~~of which~~ ecuted her promissory note, of even date herewith, payable to the order of grantor, Mable Lord Hutchins, as follows: (1) Four months from date of said note, a principal installment in the ~~Dollars, has been paid in cash,~~ amount of $30,000.00; said amount being non-interest bearing. Maker ~~has the option to~~ shall have the option to extend the principal installment maturity for an additional four months, with interest at 12% per annum during the extension period or until it ~~Dollars,~~ is paid in full. (2) One month from the date of said note and on the same date of each succeeding month, an interest installment at the rate of 10% per annum on the remaining principal of $30,000.00 in the amount of $250.00 each. Such installments shall continue until the entire ~~executed~~ indebtedness, evidenced by said note, is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable one year from the date of said note. If any installment under said note is not received when due and remains unreceived for thirty (30) days after the installment is due, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the holder of said note. The holder of said note may exercise this option to accelerate during any default by buyer regardless of any prior forbearance. In the event of such default in the payment of said note, and if said note is collected by an attorney, the buyer agrees to pay all costs of collection, including a reasonable attorney's fee; buyer shall pay to the holder of the note a late charge of 4% for any installment not received within 15 days after the installment is due;

~~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 retained on the land herein conveyed,* Mabel Lord Hutchins, unmarried,

leased & assign lease

have this day bargained and sold, and do hereby transfer and convey unto the said Helen P. Moore, unmarried, her

~~successors~~ heirs *and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

BEING Unit No. 106 created under Title 66, Chapter 27, Section 101, et seq., as amended, Tennessee Code Annotated, as established by the Master Deed for The Cloister at St. Henry, Phase IB, of record in Book 6237, Page 665, Register's Office for Davidson County, Tennessee, together with the undivided percentage interest in the common elements appurtenant to said unit, as set forth in said Master Deed. Reference is hereby made to the Plat for The Cloister at St. Henry, Phase IB, attached as Exhibit "B" to said Master Deed for proper identification.

BEING the same property conveyed to Ethel D. Lord by deed of record in Book 6326, Page 9, R.O.D.C., Tennessee & inherited by Mabel Lord Hutchins under will of Ethel D. Lord, deceased, probated in Will Book 150, Page 72, & Rule No. 76047, of the Probate Court for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 70,000.00

Subscribed and sworn to before me, this the 4th day of April, 19 85

Helen P. Moore
Affiant

My commission expires: 10-24-88
(Affix Seal)

Notary Public

RECEIVED FOR RECORD
APR 12 1985
AT 12:55 P.M.

This conveyance is made subject to the following:

(a) 1985 taxes have been pro-rated and assumed by grantee;
(b) Provisions of Tennessee Code Annotated, Section 66-27-101, et seq.;
(c) Conditions, restrictions,options, encumbrances, liens, assessments, easements and undertakings contained in the Master Deed for The Cloister at St. Henry, Phase IB, recorded in Book 6237, Page 665, Register's Office for Davidson County, Tennessee, and the By-Laws for The Cloister at St. Henry, of record in Book 6042, Page 650, Register's Office for Davidson County, Tennessee;
(d) Sanitary sewer and/or storm easement of record in Book 4191, Page 157, Register's Office for Davidson County, Tennessee;
(e) Subject to terms and conditions of a Ground Lease by and between James D. Niedergeses, Bishop of the Dioceses of Nashville, and St. Henry's Property Development, Inc., dated August 31, 1982, of record in Book 6208, Page 137, Register's Office for Davidson County, Tennessee;
(f) The grantee acquires all the rights, privileges and obligations of the grantor in the above described property, which are fully set out in deed from St. Henry's Property Development, Inc. to Ethel D. Lord, of record in Book 6326, Page 9, Register's Office for Davidson County, Tennessee, to which reference is hereby made for the full contents.
(g) The note heretofore referred to in this instrument is dated April 4, 1985.
(h) Attached as an exhibit to this instrument and incorporated herein by reference is a copy of a resolution of the Board of Directors of St. Henry's Property Development, Inc., said resolution having been adopted by the Board at its meeting of March 6, 1985 as a clarification of its interpretation of its rights as Developer of this Horizontal Property Regime. The attachment of this exhibit shall not be deemed to constitute an additional warranty by the Grantor, Mabel Lord Hutchins.

unimproved ( )
This is improved (X) property, known as 106 Emma Neuhoff Ct., Nashville, TN 37205
(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 Helen P. Moore, unmarried, her lease, *heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate as* of lease of *have a good right to convey it, and that the same is unencumbered,* except as set out herein.

I assign *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend* the leasehold interest *to said real estate to said* Helen P. Moore, unmarried, her *heirs and assigns, against the lawful claims of all persons.,* except as set out herein.

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 Helen P. Moore *hereinafter referred to as trustors, hereby transfer and convey unto* Jacobs H. Doyle, *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 $....., 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.

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.

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, 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.

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 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.

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 26 *day of* March, *19* 85.

Mabel Lord Hutchins

Helen P. Moore

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Helen P. Moore, *the within named bargainor, with whom I am personally acquainted, and who acknowledged that* she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee *this* 4th *day of* April, *19* 85.

Notary Public

Commission expires 10-24-88

NOTARY PUBLIC AT LARGE TENNESSEE

BOOK 6527 PAGE 699

STATE OF TEXAS }
COUNTY OF TOM GREEN }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Mabel Lord Hutchins, *the within named bargainor, with whom I am personally acquainted, and who acknowledged that* she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at San Angelo, Texas, *this* 22nd *day of* March, *1985.*

Rachel E. Ray *Notary Public*

Commission expires 3/25/89

NOTARY PUBLIC STATE OF TEXAS

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 .....

RECEIVED
APR 5 11 11 AM '85
TAX REFERENCE
IDENTIFICATION
DAVIDSON COUNTY, TN

94609

INSTALLMENT DEED

FROM

MABEL LORD HUTCHINS

TO

HELEN P. MOORE

This instrument was prepared by:
JACOBS H. DOYLE
ATTORNEY-AT-LAW
428 STAHLMAN BLDG.
NASHVILLE, TN. 37201

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

RESOLUTION

WHEREAS, the Master Deeds for The Cloister at St. Henry provide at Section 18(d) circumstances under which a unit owner may sell his unit to the developer, St. Henry's Property Development, Inc. ("S.H.P.D.") for 80% of appraised fair market value; and,

WHEREAS, a question has arisen regarding whether or not S.H.P.D. may on the death of a unit owner compel the succeeding owners to sell to S.H.P.D. at 80% of appraised fair market value; and,

WHEREAS, S.H.P.D. has never intended to compel any owner to sell to it at 80% of appraised fair market value; and,

WHEREAS, S.H.P.D. understands that Section 18(d) does not grant it any right to compel such a sale at the death of an owner or otherwise:

NOW, THEREFORE, be it:

RESOLVED, that for the purpose of clarifying interpretation of the Master Deeds' Section 18(d) and with express understanding that prospective unit purchasers of The Cloister at St. Henry will rely on the statements in this resolution, S.H.P.D. declares that it will not under any circumstances compel any unit owner to sell a unit to S.H.P.D. at 80% of appraised fair market value, but will purchase units at 80% of appraised fair market value upon request of a unit owner provided such unit owner has fully complied with all pre-requisites to the obligations of S.H.P.D. as provided in Section 18(d).

Resolution unanimously adopted by Board of Trustees for St. Henry Property Development, Inc. at its regular monthly meeting on Wednesday, March 6, 1985.

Karol F. Grace
Karol F. Grace
Board Member and Secretary

Exhibit to Installment Deed; Mabel Lord Hutchins to Helen P. Moore.

04/05 235.50- CHECK
5067

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

RECEIVED OF _____

FOR _____

BOOK 6527 PAGE 701

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
			70000.00- CAMT.	
			60000.00- MAMT.	
			182.00 CSTAX	
			58.00 MSTAX	
			.50 PRFEE	
			15.00 WDEED	
			CHECK 255.50-	
			255700/105785 PVL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 94606

IDENTIF. T REFERENCE

APR 5 11 11 AM '05

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 122576