INSTALLMENT DEED

BOOK 6527 PAGE 673

For and in Consideration of the sum of FIFTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 ($57,500.00)----------Dollars,

of which FIFTEEN THOUSAND AND NO/100 ($15,000.00)----------Dollars,

has been paid in cash by RAYMOND G. RAY

the receipt of which is hereby acknowledged, and for the remainder FORTY-TWO THOUSAND FIVE HUNDRED AND NO/100 ($42,500.00)----------Dollars,

the said RAYMOND G. RAY has

one Promissory Note of even date herewith in the amount of $42,500.00, to be paid at the rate of $400.00 per month, with interest at 9% on the unpaid balance included in each monthly payment until paid in full,

and to secure the payment of the debt hereinabove set out together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained on the land herein conveyed.

Prater Messick and wife, Ruth Irene Messick

have this day bargained and sold, and do hereby transfer and convey unto the said

Raymond G. Ray, his heirs and assigns,

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

LAND in Davidson County, Tennessee being Lot No. 2 on an unrecorded Resubdivision of a portion of the Prater Messick Land dated June 14, 1976, and revised 6/18/76 pursuant to a survey of John B. Rainey, Job No. 76-063.

SAID Lot No. 2 fronts 116 feet on the northerly side of Ewing Drive and extends back between parallel lines 269.02 feet on the east and 271.92 feet on the west each line terminating at an iron pin.

BEING part of the same land conveyed to Prater Messick by Quit-Claim Deed from Prater Messick, Jr. and Don Robert Messick of record in Book 4938, Page 650, Register's Office for Davidson County, Tennessee.

19467.2

T.
IDENTIF. REFERENCE

APR 5 2 19 PM '85

REGISTER'S OFFICE
DAVIDSON COUNTY, TN

RUSH

This is unimproved ( ) improved (XX) property, known as 608 Ewing Drive, Nashville, TN 37207
(House Number) (Street) P O Address (City or Town) (Zip Code)

5537

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Raymond G. Ray, his 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 said real estate to said Raymond G. Ray, his 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 me in hand paid, I, the said Raymond G. Ray

do hereby transfer and convey unto Lucien Dale, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Raymond G. Ray

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 the insurable value 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.

I 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 I 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 I, the said Raymond G. Ray 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 I 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; I 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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. I 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. I 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:

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 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 Raymond G. Ray, his 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 Lucien Dale, Trustee, shall be vested in said successor.

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 Prater Messick, and wife, Ruth Irene Messick and Raymond G. Ray hereunto set our hands at Nashville, Tennessee, this the 4th day of April 19 85

PRATER MESSICK

RUTH IRENE MESSICK

RAYMOND G. RAY

STATE OF TENNESSEE

DAVIDSON County

Personally appeared before me Martha Shepard, a Notary Public in and for said County and State, the within named Prater Messick and wife, Ruth Irene Messick and Raymond G. Ray,

the 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 purpose therein contained.

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

Martha Shepard, Notary Public

Commission Expires 7/27/86

STATE OF TENNESSEE

_____ County.

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____,

with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of the _____, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____,

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

BOOK 5527 PAGE 876

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of _____, the within named bargainor, a partnership and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as a partner.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19____

_____, Notary Public

Commission Expires _____

**INSTALLMENT DEED**

FROM
PRATER MESSICK AND WIFE,
RUTH IRENE MESSICK

TO
RAYMOND G. RAY
608 Ewing Drive
Nashville, Tn 37207

Mail To

**Attorneys Title Company**
Titles Guaranteed
NASHVILLE, TENN.

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Raymond G. Ray | Same | Map 59 |
| (NAME) 608 Ewing Drive | (NAME) Same | Parcel 181 |
| (STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37207 | (STREET ADDRESS) Same | 13DA-26562 |
| (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | |

THIS INSTRUMENT WAS PREPARED BY
LUCIEN DALE, ATTORNEY
Suite 205, Ambrose Building
152 Fourth Avenue, North
Post Office Box 2868
Nashville, Tennessee 37219
615/255-7443

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 57,500.00 Oliver H. Dale
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 4th DAY OF April 19 85

Martha Shepard
Notary Public

MY COMMISSION EXPIRES: 7/27/86

(AFFIX SEAL)

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

RECEIVED OF _____

FOR _____

BOOK 6527 PAGE 877

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | 67500.00- CAMT. | |
| | | | 42500.00- MAMT. | |
| | | | 149.50 CSTAX | |
| | | | 40.50 MSTAX | |
| | | | .50 PRFEE | |
| | | | 12.00 WDEED | |
| | | | CHECK 202.50- | |
| 5637A04/05/85 | | | BAL .00 | |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 9 4 6 7 2

IDENTIF. REFERENCE

APR 5 2 20 PM '85

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 122644