Fell 43 BOOK 6526 PAGE 50

| Address New Owner: | Send Tax Bills to: | Map/Parcel |
|---|---|---|
| Roger Dale Ferguson etux<br>2824 Morgan Rd.<br>Joelton, TN 37080 | Same | Map 9<br>P/O 36 & 39<br>14D-29043 |

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of NINE THOUSAND AND NO/100 ($9,000.00) DOLLARS, of which TWO THOUSAND TWO HUNDRED FIFTY AND N0/100 ($2,250.00) DOLLARS, has been paid in cash by ROGER DALE FERGUSON and wife, CAROL J. FERGUSON, the Grantees, the receipt of which is hereby acknowledged, and for the remainder SIX THOUSAND SEVEN HUNDRED FIFTY AND N0/100 ($6,750.00) DOLLARS, the said Grantees have this day executed their one promissory note in the principal sum of SIX THOUSAND SEVEN HUNDRED FIFTY AND N0/100 ($6,750.00) DOLLARS, payable to the order of Rosemary A. Felts, a one-half (1/2) undivided interest and Margaret B. Larkin, a one-half (1/2) undivided interest and given as part of the purchase money on the herein described property.

Said note is payable in 40 consecutive quarterly installments of $168.75 each, plus interest, interest being at the rate of 9-3/4% per annum on the unpaid principal sum. The first payment falling due on the 20th day of August, 1985 and thereafter said consecutive quarterly installment payments shall continue on the 20th day of November, February, May and August of each consecutive year as aforesaid until both principal and interest are fully paid. Amounts paid will be credited first to interest due; balance to unpaid principal sum.

All of said notes bearing interest from date as aforesaid, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, ROSEMARY A. FELTS, unmarried, a one-half (1/2) undivided interest, and MARGARET B. LARKIN, unmarried, a one-half (1/2) undivided interest, hereinafter referred to as GRANTORS, have this day bargained and sold, and do hereby transfer and convey unto the said ROGER DALE FERGUSON and wife, CAROL J. FERGUSON, hereinafter referred to as GRANTEES, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

SEE ATTACHED EXHIBIT "A".

Being part of the same property title to which was vested in Rosemary A. Felts, a one-half undivided interest and Margaret B. Larkin, a one-half undivided interest, by decree of the Chancery Court for Davidson County, Tennessee, in the action of Felts and Larkin v. Armstrong, File No. 75865, Minute Book 297, page 559, and recorded in Book 6526, page 482, Register's Office for Davidson County, Tennessee.

This property is conveyed subject to easement for flow of any creeks or branches on the property, and to all applicable local government planning, building and zoning regulations.

This is un-improved property.

The Contract of Sale survives the closing.

TOGETHER WITH ALL the improvements, including fixtures, now or hereafter located on the property, and all easements, rights, appurtenances, estate, title and interest thereto, all

of which shall be deemed to be a part of the property covered by this Installment Deed lien.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said GRANTEES, their heirs and assigns forever, AND GRANTORS covenant that they 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, unless otherwise herein set out.

AND GRANTORS further covenant and bind themselves, their heirs, assigns and representatives, to warrant and forever defend the title to said real estate to said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever.

And now, for the purpose of better and more effectually securing the payment of said lien note(s), 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, the said GRANTEES do hereby transfer and convey unto TOM G. COLEMAN, JR., TRUSTEE, his successors and assigns, the real estate hereinbefore described, together with all the improvements, including fixtures, now or hereafter located on the property, and all easements, rights, appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

GRANTEES further covenant and bind themselves, their heirs, assigns and representatives, to warrant and defend the title to said property to the said TOM G. COLEMAN, JR., TRUSTEE and his successors in trust, and his assigns, forever, against the lawful claims of all persons.

GRANTEES further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, to keep the improvements on said property in 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 this Installment Deed Lien or the terms thereof, or to 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 indebtedness, shall bear interest at the highest contract rate allowed by law from the date of payment and shall be and become a part of the indebtedness secured hereby.

FORBEARANCE by Trustee or the lawful owner or holder of the indebtedness secured herein, in exercising any right or remedy hereunder, or any related right or remedy otherwise afforded by law, shall not be a waiver of, or preclude the subsequent exercise of any such right or remedy. The receipt by Trustee or the lawful holder and owner of said indebtedness of any past due installments under said indebtedness or any other late payments of the indebtedness shall not deprive Trustee or the lawful holder and owner of said indebtedness of the right to accelerate the maturity of the indebtedness or of any right of enforcement existing pursuant to the terms of this instrument. The procurement of insurance or the payment of taxes or other liens or charges by Trustee or the lawful holder and owner of said indebtedness shall not be a waiver of the right provided herein to accelerate the maturity of the indebtedness because of default hereunder.

Every right and remedy provided in this Installment Deed is distinct from and cumulative to every other right or remedy under this Installment Deed or afforded by law or equity. Every such right or remedy may be exercised concurrently,

independently, or successively.

The Covenants and agreements herein contained and the rights arising hereunder shall inure to the benefit of the respective successors and assigns of Trustee and the lawful holder and owner of the indebtedness secured hereunder and shall be binding upon the respective successors and assigns of Grantee.

In the Event that any provision or clause of this Installment Deed or said indebtedness conflicts with any applicable law, the other provisions of this Installment Deed and said indebtedness shall be given effect as fully as possible without the conflicting provision, and to this end the provisions of the Installment Deed and said indebtedness are declared to be severable.

GRANTEE expressly agrees that the Trustee, or his successors, may execute the power of sale granted herein and the other powers and rights set forth herein without giving bond or taking oath. The Trustee shall not be liable to Grantee for any acts or omissions to act in the execution of his powers hereunder, except for such acts or omissions as constitute gross negligence or willful misconduct. Except in such instances of gross negligence or willful misconduct, neither the Trustee nor the lawful owner and holder of said indebtedness shall be obligated to provide an accounting of any funds received or disbursed in connection with the payment of the indebtedness or the administration, enforcement, equitable and statutory rights of redemption, exemption, or homestead, all rights arising by virtue of marriage, and all other similar exemptions and rights arising under or created by an applicable statute or judicial decision.

THE TERMS OF this Installment Deed Lien may be modified in whole or in part only by a written instrument signed by Grantee, Trustee and the lawful holder and owner of said indebtedness, and recorded in the Register's Office of the county in which this Installment Deed is recorded. Any oral agreement to modify this instrument shall be void and of no force and effect.

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 insurable interest until the note(s) herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to the lawful owner and holder of the note or notes or to said Trustee, his successors and assigns, for the benefit of the lawful owner and holder of said note or notes, as his interest may appear. If at any time, Grantee fails to keep the property herein described properly insured, the Trustee, his successors and assigns, or the holder of the note or notes herein secured may obtain fire insurance on said property and charge such sums to the balance of the note(s) herein secured.

NOW, IF THE Grantee (a) shall pay the indebtedness when due, according to its terms, (b) shall pay promptly all taxes, assessments, and other charges against the property when due, (c) shall keep up repairs, (d) shall keep the property insured as provided herein, (e) shall pay any and all other sums when due, as herein provided, and (f) shall otherwise perform all of the covenants and conditions contained herein, then this trust conveyance shall be of no further force or effect. In such case, the lawful holder and owner of said indebtedness shall execute and have recorded a Release of this Installment Deed Lien. Otherwise this trust conveyance shall remain in full force and effect, and, at the option of the lawful owner and holder of the indebtedness, all remaining unpaid indebtedness and all installments thereof, shall be due

and payable at once, without notice, upon any of the following events of default:

a. Failure to pay said indebtedness, and all installments when due according to its terms;

b. Breach of any covenant or agreement contained in this Installment Deed, and not related to payment of said indebtedness, which breach is not cured within fifteen (15) days after written notice of such breach has been given to Grantee, and additionally, within any further period of time to cure which is actually given by the lawful holder and owner of said indebtedness provided Grantee commences its efforts to cure such default as soon as reasonably possible after notice;

c. If any obligor of the indebtedness secured hereunder makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition for reorganization under the bankruptcy laws; or if a petition in bankruptcy is filed against any obligor; or if a receiver or trustee is appointed for all or any part of the property and assets of any obligor.

IN EVENT of the death, absence, inability, or refusal to act of the said Trustee at any time when action under the foregoing powers and trust may be required, the owner of the debt herein secured is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to the above named Trustee shall be vested in said successor.

IN ANY EVENT of default as set forth above, the lawful owner and holder of said indebtedness shall have the right to pursue all remedies available to them hereunder, at law or in equity. In addition, in the event of default, Trustee, or his successors in trust, is hereby authorized and empowered, upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily or weekly, of general circulation, published in the county wherein the property is located, to sell the property, or any part thereof, at the front door of the Courthouse in said county to the highest bidder for cash, at public outcry, free from all legal rights of redemption, exemptions of homestead, dower, elective share, rights by virtue or marriage, and all other exemptions of every kind, all of which are expressly waived; the statutory right of redemption under Tennessee Code Annotated 66-8-101 has been expressly waived. The Trustee or his successors in trust is further authorized and empowered to execute and deliver a deed to the purchaser at such sale. The lawful holder and owner of said indebtedness may bid at any such sale. The purchaser at such sale shall be entitled to immediate possession of the property unpon the delivery to purchaser by Trustee of a deed for the property. Prior to such sale, Trustee may enter and take possession of the property, in which case Trustee shall be accountable only for rents actually received by Trustee. In the event of sale hereunder, the proceeds will be applied by Trustee as follows:

FIRST - to pay all costs and charges of executing this trust, including attorneys' fees, Trustee's fees and expenses of any litigation which may arise on account of the execution and enforcement of this trust;

SECOND - to the payment of all land taxes which may be unpaid on said premises;

THIRD - to pay the indebtedness, or any balance thereof then remaining unpaid;

FOURTH - the remainder to be paid to such parties as are legally entitled to it.

IN THE EVENT of a sale of said property under and by virtue of this trust, Grantee and all persons holding under Grantee shall be and become tenants at will of the purchaser of the property from and after the execution and delivery of a deed to the purchaser, and shall pay the purchaser the reasonable rental value of the property after the sale. Said tenancy shall be terminated at the option of purchaser upon five (5) days' written notice.

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.

IN WITNESS WHEREOF, we, the said GRANTORS and GRANTEES, hereunto set our hands at Brentwood, Tennessee, this the 20th day of May, 1985.

Margaret B. Larkin
MARGARET B. LARKIN

Rosemary A. Felts
ROSEMARY A. FELTS

Roger Dale Ferguson
ROGER DALE FERGUSON

Carol J. Ferguson
CAROL J. FERGUSON

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration or value, whichever is greater, for this transfer is $9,000.00.

David Coleman
AFFIANT

Subscribed and sworn to before me, this the 20th day of May, 1985.

Linda Tolander
NOTARY PUBLIC

My commission expires: My Commission Expires April 17, 1988

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared Rosemary A. Felts, Margaret B. Larkin, and Roger Dale Ferguson and wife, Carol J. Ferguson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Brentwood, Tennessee, on this 20th day of May, 1985.

Linda Tolander
NOTARY PUBLIC

My commission expires: My Commission Expires April 17, 1988

This instrument was prepared by:
Tom G. Coleman, Jr., Attorney
COLEMAN REAL ESTATE CLOSING SERVICE, INC.
9000 East Church St.
Brentwood, TN 37027

EXHIBIT "A"

Land in Davidson County, Tennessee, and being more particularly described according to a survey by J. Bruce Rainey, Surveyor #823, dated October 4, 1984, and known as Job No. 84-237 as follows:

TRACT 10: Beginning at an iron pin in the Westerly margin of Wilkenson Road at the Southeast corner of the tract and being 2255.35 feet Northwardly from the Northern line of the John W. Kincor property of record in Deed Book 5079, page 173, R.O.D.C., Tn., as measured along the margin of Wilkenson Road; thence leaving said road S 87 degrees 41' 56" W 150.00 feet to an iron pin; thence S 63 degrees 43' 56" W 335.02 feet to an iron pin; thence S 87 degrees 41' 56" W 628.58 feet to a point in the center of creek; thence with the creek the following calls: N 50 degrees 22' 32" E 204.43 feet to a point; thence N 58 degrees 04' 51" E 155.97 feet to a point; thence N 65 degrees 25' 25" E 238.76 feet to a point; thence N 56 degrees 21' 49" E 99.53 feet to a point; thence S 87 degrees 56' 21" E 59.87 feet to a point; thence S 46 degrees 57' 47" E 43.54 feet to a point; thence N 50 degrees 57' 12" E 89.91 feet to a point in the Southerly margin of Wilkenson Road; thence leaving the creek and with the margin of the road the following calls: S 74 degrees 13' 37" E 114.09 feet to a point; thence S 77 degrees 15' 35" E 52.06 feet to a point; thence S 72 degrees 11' 21" E 49.15 feet to a point; thence S 56 degrees 03' 11" E 48.75 feet to a point; thence S 50 degrees 40' 54" E 10.84 feet to a point; thence S 37 degrees 45' 39" E 51.26 feet to a point; thence S 29 degrees 08' 13" E 61.44 feet to a point; thence S 19 degrees 40' 20" E 28.37 feet to the point of beginning, containing 5.07 acres more or less.

975 05/22 11:03- CHECK
J07199
IDENTIFICATION REFERENCE
MAY 23 3 06 PM '85
DAVIDSON COUNTY, TN

**OFFICIAL RECEIPT**

**FELIX Z. WILSON, II**

**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

RECEIVED OF _____ BOOK 6564 PAGE 56

FOR _____

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|

9000.00- CAMT.
6750.00- MAMT.
23.40 CSTAX
4.70 MSTAX
.50 PRFEE
18.00 WDEED
CHECK 46.60-
0975A05/23/85 BAL .00

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

J07-199

IDENTIF. REFERENCE

MAY 23 3 06 PM '85

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

**No. 137583**