Installment Deed

BOOK 6568 PAGE 43

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Jack W. Douglas and wife, Charlotte Ann S. Douglas	Mr. and Mrs. Jack W. Douglas	34
(NAME:) 601 8th Avenue, South	(NAME:) 601 8th Avenue, South	Map 93-14
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee 37203	(STREET ADDRESS) Nashville, 37203 Tennessee	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Ten Dollars cash in hand paid, receipt ..... *Dollars, of which* is hereby acknowledged, ... and *for the remainder* of One Hundred Thirty-seven Thousand Five Hundred and no/100($137,500.00) Dollars - - - - - - - - ..... Dollars, Jack W. Douglas and wife, Charlotte Ann S. Douglas ..... have executed a promissory note dated March 1, 1985, payable at the rate of One Thousand Eight Hundred and no/100 ($1,800.00) Dollars per month on the first date of each month beginning on April 1, 1985, said installments including both principal together with interest at the rates stipulated in said note, with additional principal payments due as set out therein

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, Linda Louise Stiff Pinnell, formerly Linda Stiff Atwill, as her sole and separate property and estate, and no part of homestead, has ..... *this day bargained and sold, and do hereby transfer and convey unto the said* Jack W. Douglas and wife, Charlotte Ann S. Douglas ..... *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being Lot No. 1 and Part of Lot No. 2 of the Bass First Addition and further described as Parcel 34 on the Metropolitan Property Map 93-14.

Said lots adjoint and front 92.5 feet on the west side of 8th Avenue, South, at the corner of Gleaves Street, and extend back along said Street 116 feet to an alley, and along said alley 92.15 feet with the south line of said property being 126.75 fees.

Being the same property conveyed to Linda Stiff Atwill, et al, by deed from Thelma Ross Frazier, et al, as of record in Book 4810, page 804, Register's Office for Davidson County, Tennessee, and by Dennis Ross Stiff, an unmarried person, and Ward DeWitt Stiff and wife, Lisa Stiff to the said Linda Stiff Atwill by deed dated November 4, 1974, and recorded in Book 4866, page 332 of said Register's Office.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 137,500.00

Subscribed and sworn to before me, this the 29th day of May 1985

X Jack W Douglas
Affiant

My commission expires: 3/2/89 (Affix Seal)

Osta Underwood
Notary Public Osta Underwood

This is unimproved ( ) improved (X) property, known as 601 Eighth Avenue, South, Nashville, Tennessee, 37203 (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 Jack W. Douglas and wife, Charlotte Ann S. Douglas, their ..... *(successors), heirs and assigns forever.* I ..... *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.*

I ..... *further covenant and bind* myself, my ..... *heirs and representatives, to warrant and forever defend the title to said real estate to said* Jack W. Douglas and wife, Charlotte Ann S. Douglas, 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 Jack W. Douglas and wife, Charlotte Ann S. Douglas, ... *hereinafter referred to as trustors, hereby transfer and convey unto* Osta Underwood ..... *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.

BOOK 6568 PAGE 44

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 Registers 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 *hand* S *this* twenty-third *day of* May, 19 85, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

+ Jack W. Douglas

x Linda Louise Stiff Pinnell

x f/k/a Linda Stiff Atwill, Seller

x Charlotte Ann S. Douglas

J08 476 IDENTIF. REFERENCE
9 14 AM '85 MAY 24
DAVIDSON COUNTY, TN
REGISTER'S OFFICE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Osta Underwood, *a Notary Public in and for said County and State,* Jack W. Douglas and wife, Charlotte Ann S. Douglas

the within named bargainor S, *with whom I am personally acquainted, and who acknowledged that* they *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 29th *day of* May, 19 85

Commission expires 9th March 1989

Osta Underwood *Notary Public*

STATE OF Texas }
COUNTY OF Dallas }

Before me, Christine C. Collie, *a Notary Public of the State and County aforesaid, personally appeared* Linda Louise Stiff Pinnell, the within named seller *with whom I am personally acquainted, and who, upon oath, acknowledged* that she *executed the foregoing instrument for the purpose therein contained.*

Witness my hand and seal, at office in Dallas County, Texas *this* 24th *day of* May, 19 85

Commission expires February 17, 1986

Christine C. Collie *Notary Public*
Christine C. Collie

INSTALLMENT DEED

FROM

Linda Louise Stiff Pinnell,
formerly
Linda Stiff Atwill

TO

Jack W. Douglas and wife,

Charlotte Ann S. Douglas

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 137,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th DAY OF May, 1985

Deputy Register

Prepared by:

OSTA UNDERWOOD
Attorney at Law
Suite 4, 1900 Church St. Bldg.
Nashville, Tennessee 37203

Compliments of
Chicago Title Insurance Company
First Floor — First American Center

Phone 255-4631
NASHVILLE, TENNESSEE 37208

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

RECEIVED OF _____

FOR _____

BOOK 6568 PAGE 45

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
			137500.00- CAMT.	
			137500.00- MAMT.	
			357.50 CSTAX	
			135.50 MSTAX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK 499.50-	
2570A	05/30/86		BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

J 0 8 4 7 6

IDENTIF. REFERENCE

MAY 30 9 14 AM '86

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 139138