Prepared by:
Gail Pigg, Attorney
One Commerce Place
Nashville, TN 37239

Mail

Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Dudley Square, Inc.	Same	Map 104-12
(NAME) 2108 Acklen Avenue	(NAME)	Parcel #7
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37212	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Eighty Five Thousand ($85,000.00) ---------- *Dollars,*

of which Five Thousand ($5,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Eighty Thousand ($80,000.00) ---------- *Dollars,*

Dudley Square, Inc. *has executed*

it's promissory note of even date herewith, bearing interest at twelve (12%) percent per annum and payable in monthly installments of $1,000.00 beginning July 1, 1985, with the final payment, of the entire principal balance and all accrued interest due on or before June 1, 1988. All installments shall be applied first to payments against interest.

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, Margaret B. Moores, unmarried *have this day bargained and sold, and do hereby transfer and convey unto the said* Dudley Square, Inc. *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being Lot No. 29 on the Plan of the Burch Homestead Tract, as of record in Book 57, page 149, of the Register's Office for Davidson County, Tennessee.

Said Lot No. 29 fronts 50 feet on the northerly side of Acklen Avenue, formerly Burch Avenue, and runs back between parallel lines 162 feet, more or less, to an alley.

Being the same property conveyed to I. Ross Moores and wife, Margaret B. Moores by deed from Allie Ferriss Morgan by deed of record in Book 3532, page 288, Register's Office for Davidson County, Tennessee, the said I. Ross Moores having since died.

STATE OF TENNESSEE NOTARY PUBLIC AT LARGE TAMMY S. GOSS

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 85,000.00

Affiant

Subscribed and sworn to before me, this the 30th day of May 1985

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

Notary Public

Failure to keep the property in good repair and maintenance; failure to keep the property insured as herein provided, and to furnish holder a paid receipt and certificate of coverage at least annually, failure to pay taxes or assessments when due; and failure to pay any installment when due, will constitute a breach of the terms of this document and all sums due hereunder shall become immediately due and payable. In the event holder must pay any assessments, taxes, repairs or insurance premiums to protect their interest hereunder, said amount so expended shall be added to the principal balance and bear interest as specified in the note. The making of any payment by the holder on behalf of the grantees shall not constitute a waiver of holder's right to accelerate hereunder.

In the event this property is sold, transferred or conveyed, the aforesaid note will become immediately due and payable at the option of the holder. In the event holder consents to an assumption, said consent, to be effective, must be in writing.

Payment(s) may be declared delinquent if it reaches 30 days past due.

unimproved ( )
This is improved (X) property, known as 2108 Acklen Avenue, Nashville, Tennessee
(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 Dudley Square, Inc. *(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.* except for 1985 taxes and Plan in Book 57, page 149, of the Register's Office for Davidson County, Tennessee.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Dudley Square, Inc. *(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 Dudley Square, Inc. *hereinafter referred to as trustors, hereby transfer and convey unto* Gail Pigg, *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 ~~$ 75,000.00~~ *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 appearances 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.

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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:

The statutory right of redemption is expressly waived.

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 30th day of May, 19 85

Margaret B. Moores

Margaret B. Moores by Ruth M. Hood

By: Ruth M. Hood, Attorney in fact
for Margaret B. Moores attorney in fact

Dudley Square, Inc.

By: Bryan Stanley, President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., a Notary Public in and for said County and State, ...

.....

.....

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

Witness my hand and official seal at..... Tennessee, this.....day of....., 19.....

..... Notary Public

Commission expires.....

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STATE OF .....

COUNTY OF .....

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

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

Witness my hand and official seal at ....., *this* .....*day of* ....., *19* .....

Commission expires .... *Notary Public*

FILED & RECORDED
DAVIDSON COUNTY, TN
REGISTER
MAY 31 9 07 AM '85

IDENTIF. REFERENCE

J0 8 8 9 6

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Tammy Suggs, *a Notary Public of the State and County aforesaid, personally appeared* Bryan Stanley, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Dudley Square, Inc., *the within named bargainor, a corporation, and that* he *as such* President, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* President

Witness my hand and seal, at office in Nashville, Tennessee, *this* 30th *day of* May, *19* 85

Commission expires 10/24/88 ..... *Notary Public*

STATE OF TENNESSEE
LARGE
NOTARY PUBLIC
AT
TAMMY SUGGS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 30th day of May, 19 85, before me personally appeared Ruth M. Hood, to me known to be the person who executed the forgoing instrument in behalf of Margaret B. Moores acknowledged that he executed the same as the free act and deed of said Margaret B. Moores

Witness my hand and seal at Nashville, Tennessee this 30th day of May, 19 85.

Notary Public

Commission Expires: 10/24/88

STATE OF TENNESSEE
NOTARY PUBLIC
AT LARGE
TAMMY SUGGS

INSTALLMENT DEED

FROM
Margaret B. Moores

TO
Dudley Square, Inc.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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

85000.00- CAMT.
80000.00- MAMT.
221.00 CSTAX
78.00 MSTAX
.50 PRFEE
12.00 WDECD
CHECK 311.50-
3059A06/31/85 BAL. .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

J 0 8 8 9 6

IDENTIF. REFERENCE

MAY 31 9 07 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 139611