File Box 43

INSTALLMENT DEED

BOOK 6612 PAGE 433

THOMAS ALAN TREADWAY,
Unmarried

to

ERNEST D. CASPER, et ux
KATHLEEN A. CASPER

This instrument prepared by:

MICHAEL J. PHILBIN, Attorney
One Union Street
Nashville, Tennessee 37201

Address New Owner:
ERNEST D. CASPER, et ux
KATHLEEN A. CASPER
2322 Brittany Drive
Nashville, TN 37206

Send Tax Bills to:
Same

Map
03-11

Parcel
173

Field Book No.
15DA43019

For Register's Use

J 2 2 7 4 1 1

IDENTIF. REFERENCE T

JUL 23 9 36 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $31,500.00.

×Ernest D. Casper
Affiant

SWORN TO AND SUBSCRIBED before me this 19th day of July, 1985.

NOTARY PUBLIC

My Commission Expires: 11-2-87

FOR AND IN CONSIDERATION of the sum of THIRTY-ONE THOUSAND FIVE HUNDRED and 00/100 ($31,500.00) Dollars, of which THREE THOUSAND FIVE HUNDRED and 00/100 ($3,500.00) Dollars has been paid in cash by the Grantee hereinafter named, the receipt of which is hereby acknowledged and for the remainder said Grantee has executed one (1) promissory note of even date herewith, in the principal amount of TWENTY-EIGHT THOUSAND DOLLARS and 00/100 ($28,000.00) Dollars payable in accordance with the terms and conditions set forth therein, THOMAS ALAN TREADWAY, Unmarried, hereinafter called the Grantor, has this day bargained and sold and does hereby transfer and convey unto ERNEST D. CASPER, et ux KATHLEEN A. CASPER, hereinafter called Grantee, their heirs, and assigns, certain real estate situated in Davidson County, Tennessee, described as follows:

DESCRIPTION

A tract of land in the 11th Civil District of Davidson County, Tennessee, described as follows:

298 07/2 123.45 CHECK

Beginning at a concrete monument in the southerly margin of Brittany Drive, being at the northwest corner of Lot No. 292, Fortland Park, Section 3, as of record in Book 2900, Page 61, Register's Office, Davidson County, Tennessee; thence with the southerly margin of Brittany Drive S 75 degrees 56 minutes E 85 feet to an iron stake; thence S 14 degrees 04 minutes W 124.97 feet to an iron stake; thence S 67 degrees 00 minutes W 51.6 feet to a concrete monument at the northeast corner of Lot No. 291, Fortland Park Section Three; thence with the northerly line of said Lot No. 281, N. 67 degrees 53 minutes W 44.5 feet to a concrete monument in said northerly line of Lot No. 291 and at the southeast corner of Lot No. 292 in the Fortland Park, Section Three; thence with the easterly line of said Lot 292, N 14 degrees 04 minutes E 149.5 feet to the beginning, containing 12,465 square feet more or less. Any paved portion of Brittany Drive that is included in the above description is specifically excluded from this conveyance.

Being the same property conveyed to the Grantor by Decree in the Chancery Court, Part I, Davidson County, Tennessee, filed under No. A 5019, a certified copy of record in Book 5051, Page 50, Register's Office for Davidson County, Tennessee.

A lien is expressly retained on the land herein conveyed for the purpose of securing the payment of the aforesaid note including any extensions, modifications, or renewals thereof, together with principal, interest, reasonable attorney's fees, expenses and court costs associated with collection.

This is (X) improved ( ) unimproved property known as 2322 Brittany Drive, Nashville, Tennessee 37206.

In the event the Grantee conveys, transfers, sells, leases, assigns, or encumbers any right or interest in the mortgaged property, whether legal or equitable, present or future, vested or contingent, by means of any instrument or device whatsoever (including but not limited to any deed, lease, mortgage, deed of trust, assignment, option or contract), the noteholder may escalate the rate of interest to the then average conventional mortgage rate of interest in effect at the local Nashville, Tennessee banks. Failure by the Grantee to notify the noteholder of any such transfer as hereinabove recited shall constitute a default under this instrument and the note secured thereby. Notwithstanding the foregoing language of this paragraph, the following transactions would not constitute a conveyance that would permit the noteholder to escalate the interest rate: (a) the creation by Grantee of a lien or encumbrance subordinate to this installment deed, (b) the creation of a purchase money security interest on household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the granting of any leasehold interest of three years or less not containing an option to purchase.

It is further understood and agreed between the parties that if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness under this installment deed and the note secured hereby remaining unpaid, are hereby assigned by and shall be paid forthwith to the noteholder or his assignee to be applied by him on account of the Grantee to the indebtedness secured hereby, whether due or not.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, and his assigns forever. Grantor covenants

that he is lawfully seized and possessed of said real estate in fee simple, has a good and lawful right to convey it, and that the same is unencumbered except for 1985 taxes which have been prorated and subject to any applicable recorded easements and/or restrictions of record in the Register's Office.

Grantor further covenants and binds himself and his successors and assigns, to warrant and forever defend the title to the said real estate to said Grantee, 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 the aforesaid note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said note as it matures, and for the additional consideration of ONE DOLLAR ($1.00), paid to the Grantee, said Grantee does hereby transfer and convey unto MICHAEL J. PHILBIN, Trustee, his successors and assigns, the real estate hereinabove described, with the appurtenances, estate, title and interest thereto belonging, for the aforesaid purposes only. The Grantee does hereby agree to keep all buildings now on, or which may be hereinafter erected on said property, insured with some reliable fire insurance company or companies for an amount equal to the full replacement cost of the improvements, as well as naming Grantor as loss payee and as an additional insured thereon, until the note herein secured is fully paid. Grantee further agrees that proof of such insurance shall be furnished annually on or before the 1st day of August and that such policy shall provide that the company will not cancel coverage without first giving adequate notice of such cancellation to Grantor. Grantee further agrees to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them on or before March 1st of each year with the proof of payment being furnished to Grantor; and in case Grantee fails to do so, then the said Trustee, or the lawful owner and holder of said note, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured herein, the same to bear interest at 11% per annum from the date of such payment. Grantor shall have the right to inspect the premises at reasonable times upon giving written notice to Grantee.

Now, if the said Grantee shall pay the note aforesaid when due, according to its 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 Grantee fails to pay the said note or part thereof promptly at maturity, or if Grantee fails to pay the taxes, keep up repairs or keep said premises insured as herein provided; or if Grantee fails to reimburse the Trustee or the noteholder for all sums, with interest, so expended by said Trustee, or the noteholder, within thirty (30) days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the noteholder without notice, the remaining indebtedness hereby secured shall immediately become due and payable, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily or weekly, circulated in Davidson County, Tennessee, to sell said property at the front door of the Courthouse in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, the statutory right of redemption as provided for in TCA 66-8-101 et. seq., homestead, dower and all other rights and exemptions of every kind which are 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 noteholder may bid at any sale under this conveyance. Grantee agrees that the Trustee may, at any time after default in the payment of said note, enter and take possession of said property and shall only account for the net rents actually received by him. Grantee further agrees that in the event the Trustee fails, before selling said property, as herein provided,

to enter and take possession thereon, 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 a sale hereunder, the proceeds will be applied by the Trustee as follows:

First, 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 instituting or defending any litigation which may arise on account of the execution of this conveyance and the enforcement of said lien; and also the expenses and court costs associated with such litigation.

Second, to the payment of all taxes which may be unpaid on said premises.

Third, to the payment of the unpaid note herein secured, and any and all sums expended in the protection of said property, as herein authorized.

Fourth, the residue, if any, will be paid to the Grantee herein, or his assigns, provided, however, in the event other lienholders of the property are in existence at the time of the foreclosure sale, the Trustee is authorized to distribute the residue to such lienholders or interplead the same into the Clerk's office of a court of competent jurisdiction, in which event reasonable attorney's fees, expenses, and court costs associated with such litigation may be recouped from the fund interpleaded with the Clerk.

In case of the death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trust may be required, or at such time as the noteholder deems appropriate within his sole discretion, the noteholder 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 said Trustee shall be vested in said successor.

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.

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 this trusteeship.

IN WITNESS WHEREOF the undersigned Grantor and Grantee have hereunto set their hands this 19th day of July, 1985.

THOMAS ALAN TREADWAY, Unmarried, Grantor

ERNEST D. CASPER, Grantee

KATHLEEN A. CASPER, Grantee

STATE OF FLORIDA

COUNTY OF ORANGE

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named THOMAS ALAN TREADWAY, Unmarried, the bargainor(s) with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Orlando, Florida, this 17 day of July, 1985.

NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB. 7,1988
BONDED THRU GENERAL INS. UND.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named ERNEST D. CASPER and wife, KATHLEEN A. CASPER, the bargainor(s) 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 purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee this 19th day of July, 1985.

NOTARY PUBLIC

My Commission Expires:

11-1-87

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

BOOK 6612 PAGE 438

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			31500.00- CONT.	
			28000.00- MONT.	
			81.90 CSTAX	
			26.00 MSTAX	
			.50 PRFEE	
			15.00 WDEED	
			CHECK	123.40-
				.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

J 2 2 7 4 1

IDENTIF. REFERENCE T

JUL 23 9 36 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 156434