BOOK S825 PAGE 833

3037

INSTALLMENT DEED

For and in Consideration of the sum of TWENTY-FIVE THOUSAND AND NO/100 ($25,000.00) Dollars,

of which ONE THOUSAND ($1,000.00) Dollars,

has been paid in cash by DESIGNER'S MAINTENANCE GROUP (a corporation)

the receipt of which is hereby acknowledged, and for the remainder TWENTY-FOUR THOUSAND AND NO/100 ($24,000.00) Dollars,

the said ha

executed one Promissory Note of even date herewith in the amount of $24,000.00, which bears interest at the rate of 12% per annum, payable at the rate of $246.88 per month for 30 years, it being expressly understood that this amount covers principal and interest only, and that insurance and taxes will be paid over and above said monthly payment amount.

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, ALBERT LUCIEN DALE AND WIFE, MILDRED BEATY DALE

have this day bargained and sold, and do hereby transfer and convey unto the said DESIGNER'S MAINTENANCE GROUP (a corporation) heirs and assigns,

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

Land in Davidson County, Tennessee, being Lot No. 18 on the A.V.S. Lindsley's 29 acre tract as of record in Book 57, Page 66, Register's Office for said County.

Said Lot No. 18 fronts 50 feet on the northerly side of Woodland Street, as widened, and runs back between parallel lines 150 feet to an alley.

Being the same property conveyed to Albert Lucien Dale and wife, Mildred Beaty Dale, by deed from Dorris Haywood and wife, Ann Haywood, of record in Book 4421, Page 258, Register's Office for Davidson County, Tennessee.

Said conveyance is subject to Housing Inspection Report, Department of Codes Administration, Metropolitan Government of Nashville and Davidson County, Tennessee, dated April 19, 1985.

3037 4 IDENTIFICATION REFERENCE

AUG 21 2 04 PM '85

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TN

TAX EXEMPT

This is improved (X) unimproved ( ) property, known as 1513 Woodland Street, Nashville, TN 37206
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said DESIGNER'S MAINTENANCE GROUP , IT'S 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 DESIGNER'S MAINTENANCE GROUP, IT'S 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 US in hand paid, WE, the said DESIGNERS MAINTENANCE GROUP

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

WE, the said DESIGNER'S MAINTENANCE GROUP 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.

WE 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 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 WE, the said DESIGNER'S MAINTENANCE GROUP 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 WE 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; WE 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. WE 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. WE 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 DESIGNER'S MAINTENANCE GROUP 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 JAMES C. DALE, III, 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 ALBERT LUCIEN DALE AND MILDRED BEATY DALE and DESIGNER'S MAINTENANCE GROUP (a corporation) hereunto set our hands at NASHVILLE, Tennessee, this the 13th day of August 1985

Albert Lucien Dale
ALBERT LUCIEN DALE

Mildred Beaty Dale
MILDRED BEATY DALE

DESIGNER'S MAINTENANCE GROUP

ATTEST: Stephen Stroud
Stephen Stroud, Secretary-Treasurer

BY: Tom P. Vest, Sr.
Tom P. Vest, Sr., President

**STATE OF TENNESSEE**
DAVIDSON **County**

Personally appeared before me, Judy M. Butler, a Notary Public in and for said County and State, the within named ALBERT LUCIEN DALE AND WIFE, MILDRED BEATY DALE

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 13th day of August 1985

Judy M. Butler, Notary Public

Commission Expires 3/27/89

**STATE OF TENNESSEE**
DAVIDSON **County.**

Before me, Judy M. Butler, a Notary Public in and for the State and County aforesaid, personally appeared Tom P. Vest, Sr. and Stephen Stroud

with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the President and Secretary-Treasurer, respectively, of the DESIGNER'S MAINTENANCE GROUP, a corporation, and that they as such President and Secretary-Treasurer, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves as such President and Secretary-Treasurer, respectively.

Witness my hand and official seal at Nashville, Tennessee, this 13th day of August 1985

Judy M. Butler, Notary Public

Commission Expires 3/27/89

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
ALBERT LUCIEN DALE AND WIFE,

MILDRED BEATY DALE

TO

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| DESIGNER'S MAINTENANCE GROUP (NAME) | Same (NAME) | MAP 83-9 |
| 301 Union Street, Suite 403 (STREET ADDRESS OR ROUTE NUMBER) | Same (STREET ADDRESS) | PAR. 399 |
| Nashville, TN 37201 (CITY) (STATE) (P. O. ZIP) | Same (CITY) (STATE) (ZIP) | No. 23W-06985 |

THIS INSTRUMENT WAS PREPARED BY

LUCIEN DALE, ATTORNEY
Suite 205, 162 Fourth Ave., No.
P. O. Box 2868
Nashville, TN 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 25,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th DAY OF August, 19 85

Notary Public

MY COMMISSION EXPIRES: 10/30/89

(AFFIX SEAL)

# OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____ BOOK 6635 PAGE 837

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

25000.00- CAPT.
24000.00- MAPT.
65.00 CSTAX
26.00 MSTAX
.50 PRFEE
12.00 WDEED
CHECK 99.50-
9627A08/21/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

30374

IDENTIFICATION REFERENCE

AUG 21 2 04 PM '85

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 165533