Prepared by: Gail Pigg, Attorney
First Floor Suite
219 Second Ave. North
Nashville, TN 37201

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
W. P. Stevenson, Jr. (NAME:)	same (NAME:)	161-6 Par 245
424 Franklin Rd (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville Tn 37203 (CITY) (P./O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Sixty-seven Thousand Nine Hundred ($67,900.00) BOOK 6676 PAGE 373 *Dollars,*

of which Ten Thousand ($10,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Fifty-seven Thousand Nine Hundred ($57,900.00) *Dollars,*

W. P. Stevenson, Jr., unmarried *has executed*

his promissory note, bearing interest on the unpaid principal balance of ten (10%) percent per annum with principal and interest payments due on the first day of each month in equal installments of Five Hundred Eight and 11/100 ($508.11) Dollars with the entire principal balance plus all accrued interest due on or before November 1, 2000. The first said payment shall be due December 1, 1985.

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, F. Murray Parker

have this day bargained and sold, and do hereby transfer and convey unto the said W. P. Stevenson, Jr., his *(successors), heirs and assigns,*

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

Being Lot No. 144 as shown on the Plan of Huntington Park, Section Two, of record in Book 4175, page 108, Register's Office, Davidson County Tennessee, to which plan reference is hereby made for a more complete and detailed description.

Being the same property conveyed to F. Murray Parker by quitclaim deed from Lavada D. Parker of record in Book 4818, page 711, said Register's Office, Davidson County, Tennessee.

42579

IDENTIFICATION REFERENCE

Oct 7 3 12 PM '85

FELIX E. ... REGISTER
DAVIDSON COUNTY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 67,900.00

Affiant

Subscribed and sworn to before me, this the 7th day of October 19 85.

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

Notary Public

With each monthly payment due under the note secured by this instrument, W. P. Stevenson, Jr. his heirs or assigns, shall also pay a sum equal to one-twelfth (1/12) the annual amount due for taxes and insurance. The Holder of the note shall apply said sums to taxes and insurance annually. No interest will be paid on said escrow funds.

W. P. Stevenson, Jr. assigns to F. Murray Parker all rentals from the above premises from and after default in the terms of this instrument. Until a default occurs all rentals shall be the property of W. P. Stevenson, Jr., thereafter they shall be the property of F. Murray Parker, Jr.

A penalty of five (5%) percent the total amount of the monthly payment shall be due with any payment received by the holder of the note secured by this instrument after the seventh (7th) day of any month.

unimproved ( )
This is improved (X) property, known as 5101 Whitaker Drive (House Number) (Street) Nashville, Tennessee 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 W. P. Stevenson, Jr., his *(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 by restrictions and plan of record.

I *further covenant and bind* Myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* W. P. Stevenson, Jr. *(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 W. P. Stevenson, Jr. *hereinafter referred to as trustors, hereby transfer and convey unto* Thomas G. Smith, *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 $ 60,000.00 *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 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 10 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:

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.

BOOK 6676 PAGE 375

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 7th day of October, 1985

W. P. Stevenson, Jr.

F. Murray Parker

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, F. Murray Parker

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

Witness my hand and official seal at Nashville, Tennessee, this 7th day of October, 1985

Notary Public

Commission expires 10-24-88

STATE OF Tennessee

COUNTY OF Davidson

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* W. P. Stevenson, Jr.,

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

Witness my hand and official seal at Nashville, Tennessee, *this* 7th *day of* October, *19* 85.

Notary Public

Commission expires 10-24-88

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

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

Notary Public

Commission expires .....

INSTALLMENT DEED

FROM

F. Murray Parker, Jr.

TO

W. P. Stevenson, Jr.

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 _____

BOOK 667E PAGE 377

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

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

MISC -MISCELLANEOUS
COTX -STATE TAX CONVEY
MOTX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			67900.CO- CAMT.	
			67900.00- MAMT.	
			176.54 CSTAX	
			55.90 MSTAX	
			.50 PRFE	
			12.00 WDEED	
			CHECK 244.94-	
4310A	10/07/85		BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

4257 9

IDENTIF REFERENCE

OCT 7 3 12 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 179846