INSTALLMENT DEED

For and in Consideration of the sum of 16,000.74

Sixteen Thousand and 74/100 ($16,000.74) Dollars,

of which Nine Thousand and 00/100 ($9,000.00) Dollars,

has been paid in cash by C. Michael Evans and Frank Yates

the receipt of which is hereby acknowledged, and for the remainder of $7,000.74

Seven Thousand and 74/100 Dollars,

the said C. Michael Evans and Frank Yates have

assumed and agree to pay the outstanding balance of a previous indebtedness, evidenced by a Deed of Trust Note payable to Robert S. Hite with a present principal balance of $4,720.74 payable as indicated in said note. Said note is secured by a Deed of Trust, of record in Book 6127, Page 895, Register's Office for Davidson County, Tennessee, and for the remainder of Two Thousand Two Hundred Eighty and 00/100 ($2,280.00) Dollars, the said C. Michal Evans and Frank Yates, have executed an Installment Date Note of even date herewith in the principal amount of $2,280.00 Payable to Charles E. Evans and wife, Jo H. Evans in one (1) installmeent 90 days from date. Said note is to bear interest at the rate of 11% per annum,

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,

We, Charles E. Evans and wife, Jo H. Evans

have this day bargained and sold, and do hereby transfer and convey unto the said C. Michael Evans and Frank Yates, as Tenants in Common, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 44 and the westerly ½ of Lot No. 43 on the Map of Edgefield Land Company's First Subdivision, as of record in Book 57, page 130, Register's Office for Davidson County, Tennessee.

SAID Lot and part of Lot adjoin and front together 75 feet on the northerly side of Shelby Avenue and run back between parallel lines 150 feet to an alley.

BEING the same property conveyed to Charles E. Evans and wife, Jo H. Evans by deed from Robert S. Hite, a single person, of record in Book 6127, Page 892, Register's Office for Davidson County, Tennessee.

45752

IDENTIFICATION REFERENCE

Oct 18 4 19 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

This is ( ) unimproved ( X ) improved property, known as 1707 Shelby Avenue, Nashville, Tennessee 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 C. Michael Evans and Frank Yates, as Tenants in Common, their 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. except as set out above we further covenant and bind our heirs and representatives, to warrant and forever defend the title to said real estate to said C. Michael Evans and Frank Yates, their 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 C. Michael Evans and Frank Yates

do hereby transfer and convey unto John T. Blankenship, 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 C. Michael Evans and Frank Yates 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 we 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 C. Michael Evans and Frank Yates 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; if 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 C. Michael Evans and Frank Yates, their 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 John T. Blankenship, 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 Charles E. Evans and wife, Jo H. Evans and C. Michael Evans and Frank Yates hereunto set our hands at Nashville, Tennessee, this the 16th day of OCTOBER 1985

Charles E. Evans

Jo H. Evans

Frank Yates

C. Michael Evans

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**STATE OF TENNESSEE**

Davidson **County**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named Charles E. Evans and wife, Jo H. Evans and C. Michael Evans and Frank Yates,

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 16th day of OCTOBER, 1985

Karl S. Blankenship, Notary Public

Commission Expires 7/17/88

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**STATE OF TENNESSEE**

_____ **County.**

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 the _____ of the _____, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____,

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

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

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Frank Yates, et al (NAME) | Frank Yates, et al (NAME) | Map 83-14 |
| 106 Sam Davis Drive (STREET ADDRESS OR ROUTE NUMBER) | 106 Sam Davis Drive (STREET ADDRESS) | Parcel 319 |
| Springfield, Tn. 37172 (CITY) (STATE) (P. O. ZIP) | Springfield, Tennessee 37172 (CITY) (STATE) (ZIP) | 23W 2770 |

THIS INSTRUMENT WAS PREPARED BY

BLANKENSHIP & BLANKENSHIP
Attorney's-at-Law
3311 Gallatin Road
Nashville, Tennessee 37216

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 16,000.74 _____ Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 16th DAY OF OCTOBER, 1985.

_____ Notary Public

MY COMMISSION EXPIRES: 7/17/88

(AFFIX SEAL)

# OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____ BOOK 5686 PAGE 869

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 |
|---|---|---|---|---|
| | | | 16000.74- | CAMT. |
| | | | 2280.00- | MAMT. |
| | | | 41.60 | CSTAX |
| | | | .30 | MSTAX |
| | | | .50 | PRFEE |
| | | | 12.00 | WDEED |
| | | | CHECK | 54.40- |
| | | | 6078A10/18/85 BAL | .00 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

4 5 7 5 2

IDENTIFICATION REFERENCE

Oct 18 4 23 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 183519