INSTALLMENT DEED

ADDRESS NEW OWNER(S)
Emmett E. Jenkins, Jr.
Lillian B. Jenkins
6679 Holt Road
Nashville, Tennessee 37211

SEND TAX BILLS TO:MAP-PARCEL NOS.
Same
180
Parcel 91

THIS INSTRUMENT WAS PREPARED BY:

Claude Callicott, Attorney-at-Law, 2300 21st Avenue, South, Nashville, Tn 37212

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FORTHIS TRANSFER IS $27,500.00.

Emmett E. Jenkins Jr.
AFFIANT

SWORN TO AND SUBSCRIBED BEFORE
ME THIS 17 DAY OF OCTOBER, 1985.

Notary Public
NOTARY PUBLIC My Commission Expires: 4-17-88

FOR AND IN CONSIDERATION of the sum of Twenty-seven thousand five hundred ($27,500.00) Dollars of which Five thousand Dollars ($5,000.00) has been paid in cash by Emmett E. Jenkins, Jr. and wife, Lillian B. Jenkins, the receipt of which is hereby acknowledged, and for the remainder Twenty-two thousand five hundred dollars ($22,500.00) the said Emmett E. Jenkins, Jr. and wife, Lillian B. Jenkins have executed their promissory note payable to the order of Harold L. Elmore and wife, Mary S. Elmore, dated the same date as this Deed is dated, payable in five (5) annual installments of Forty-five hundred dollars ($4500.00) each, one on October 30, 1986; one on October 30, 1987; one on October 30, 1988; one on October 30, 1989; and one on October 30, 1990, said note bearing interest at the rate of ten percent (10%) per annum from date, payable annually on the unpaid balance on each date that an installment of principal falls due, said note containing an acceleration clause and also providing that it may be paid in full with accrued interest in advance at any time and further providing that payments of one or more annual payments together with accrued interest on the unpaid balance may be made at any time, 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, Harold L. Elmore and wife, Mary S. Elmore, have this day bargained and sold and do hereby transfer and convey unto the said Emmett E. Jenkins, Jr., and wife, Lillian B. Jenkins, their heirs and assigns, certain real estate in Davidson County, Tennessee as follows:

A tract of land in Davidson County, Tennessee being tract number 2 of the subdivision entitled Stonebrook, a plat of which is of record in Book 5050, page 102, Register's office for Davidson County, Tennessee. Said tract number 2 fronts 164.31 feet on the southerly side of Holt Road and is more particularly described as follows:

COMMENCING at a point in the southerly margin of Holt Road at the northeast corner of tract number 1 of said subdivision, this being the northwest corner of this tract number 2; thence along the southerly margin of Holt Road, south 86 degrees 05' 17" east 35.27 feet to a point; thence continuing along the south margin of Holt Road in a curve to the right, said

curve having a radius of 4998.23 feet, a tangent of 173.96 feet and an angle of 3 degrees 59'12" for a distance of 129.04 feet to a point, this being the northeast corner of tract number 2; thence in a curve to the right along the western boundary of a right-of-way dedication, said curve having a radius of 25 feet, a tangent of 24.88 feet and an angle of 89 degrees 43' 44" for a distance of 39.15 feet to a point; thence south 5 degrees 07' 12" west along the western boundary of said right-of-way dedication for a distance of 606.43 feet to a point; thence continuing along the western boundary of said right-of-way dedication in a curve to the left, said curve having a radius of 425.39 feet, a tangent of 46.2 feet and angle 12 degrees 23' 45" for a distance of 92.03 feet to a point this being the southeast boundary of this tract number 2; thence leaving said right-of-way dedication boundary and going north 86 degrees 05' 17" west 179.92 feet to a point, this being the southeast corner of tract number 1 of said subdivision; thence north 3 degrees 36' 00" east 725 feet to the point of beginning, in the south margin of Holt Road, containing 3 acres, more or less.

This is the same property as was conveyed to Harold L. Elmore and wife, Mary S. Elmore by deed from John Hall Gillespie and wife, Shirley B. Gillespie, dated November 5, 1977 of record in Book 5222, page 507, corrected by instrument dated Janaury 6, 1978 of record in Book 5241, page 427, said Register's office.

This conveyance is made subject to the following:

1. The owner's certificate and all other restrictions and requirements as are set forth in the plat of Stonebrook Subdivision of record in Book 5050, page 102, Register's office for Davidson County, Tennessee. Among other things, said plat shows set back line 100 feet from Holt Road, a side set back line 40 feet along the eastern boundary line of said tract number 2, public utility and drainage easement along the southern boundary line of said tract number 2, a building site, specified areas for necessary sewage soil absorption systems, a prohibition again a resubdivision or alteration or change in the tract until otherwise approved by the Metropolitan Planning Commission, a requirement that the Metropolitan Health Department must be contacted to assit in locating private water wells, also two 5 feet by 25 feet utility anchor easements, one in the northeast corner and one in the southeast corner of said tract number 2, and an overhang easement extending from the northeast corner of said tract along the west margin of said right-of-way dedication to a point on the east boundary line of said tract for a distance of 230 feet.

2. All visible easements for utilities, if any.

3. All applicable zoning regulations and building restrictions and regulations imposed by the Metropolitan Government of Nashville and Davidson County, Tennessee or by any other unit of government.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Emmett E. Jenkins, Jr. and wife, Lillian B. Jenkins, 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 herein.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Emmett E. Jenkins, Jr. and Lillian B. Jenkins, 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 Emmett E. Jenkins, Jr. and Lillian B. Jenkins do hereby transfer and convey unto Claude Callicott, 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 Emmett E. Jenkins, Jr. and Lillian B. Jenkins 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 Emmett E. Jenkins, Jr. and Lillian B. Jenkins 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; or 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 Emmett E. Jenkins, Jr. and Lillian B. Jenkins, 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 maturig 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 Claude Callicott, 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 Harold L. Elmore, Mary S. Elmore, Emmett E. Jenkins, Jr. and Lillian B. Jenkins hereunto set out hands at Knoxville, Tennessee this the 21 day of October, 1985, as to Harold L. Elmore and Mary S. Elmore and at Nashville, Tennessee this 30th day of October, 1985 as to Emmett E. Jenkins, Jr. and Lillian B. Jenkins.

Harold L. Elmore
HAROLD L. ELMORE

Mary S. Elmore
MARY S. ELMORE

Emmett E. Jenkins Jr
EMMETT E. JENKINS, JR.

Lillian B. Jenkins
LILLIAN B. JENKINS

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Carolyn Bowman, a Notary Public in and for said County and State, the within named, Emmett E. Jenkins, Jr. and Lillian B. Jenkins, 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 30th day of October, 1985.

Carolyn Bowman
Notary Public

My Commission Expires: 4-17-88

STATE OF TENNESSEE
KNOX COUNTY

Personally appeared before me, Pamela I. Johnson, a Notary Public in and for said County and State, the within named, Harold L. Elmore and wife, Mary S. Elmore, 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 Knoxville, Tennessee, this 21st day of October, 1985.

Pamela I. Johnson
Notary Public

My Commission Expires: My commission expires June 21, 1989

IDENTIFICATION REFERENCE
48787

OCT 30 10 47 AM '85
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF_____

FOR_____

BOOK 6696 PAGE 133

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
			27500.00-	CA IT,
			22500.00-	MA IT,
			71.50	CSTAX
			20.50	MSTAX
			.50	PRFE
			12.00	WDE D
			CHECK	104.50-
			1704A10/30/85	BAL .??

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

4837.37

IDENTIFICATION REFERENCE

OCT 30 10 47 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN

No. 187031