Prepared By: b6426

Installment Deed

219 Second Ave., N.
Nashville, TN 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
W. P. Stevenson, Jr.	Same	161-5
(NAME:) 4124 Franklin Rd.	(NAME:)	Par 54
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37204	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 6742 PAGE 171

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

of which Five Thousand ($5,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Sixty two Thousand Nine Hundred ($62,900.00)---------- *Dollars,*

W. P. Stevenson, Jr., *has* S *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 Fifty two and 00/100 ($552.00) Dollars with the entire principal balance plus all accrued interest due on or before January 1, 2001. The first said payment shall be due February 1, 1986.

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, single

have this day bargained and sold, and do hereby transfer and convey unto the said W. P. Stevenson, Jr., ~~wife~~, his *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being Lot No. 11 as shown on the Plan of Huntington Park, Section One, of record in Book 4175, page 10, 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 707, said Register's Office, Davidson County, Tennessee.

IDENTIFICATION REFERENCE 63008

Dec 20 1 14 PM '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 $ 67,900.00

Subscribed and sworn to before me, this the 17th day of December 19 85

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

Affiant

Notary Public

GAIL PIGG NOTARY PUBLIC STATE OF TENNESSEE

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED.

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 of 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 thirteenth (13th) day of any month.

W. P. Stevenson, Jr. shall furnish F. Murray Parker a paid receipt by December 10 of each year for the current year's taxes. Failure to pay the taxes and furnish such receipt shall constitute a default in the terms of this instrument for which foreclosure may result.

W. P. Stevenson, Jr. shall furnish F. Murray Parker a fire and extended coverage insurance policy annually for an amount not less than $57,000.00, and naming Parker as loss payee. Said policy shall be renewed annually and furnished by November 1 of each year for the following years coverage. Failure to keep said policy in force and to furnish evidence thereof by November 1 shall constitute a default in the terms of this instrument, for which foreclosure may result.

unimproved ( ) This is improved (X) property, known as 755-757 Huntington Pkwy ~~5101 Whitaker Drive~~ Nashville, Tennessee
(House Number) (Street) 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. and Wife Karen Stevenson *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 $ 57,000.00, *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.

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 17th day of December, 19 85

W. P. Stevenson, Jr.

F. Murray Parker

Karen Stevenson
Karen Stevenson

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 executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 17th day of December, 19 85

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires 10-24-88

Notary Public

STATE OF Tennessee

COUNTY OF Davidson

BOOK 6742 PAGE 174

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* W. P. Stevenson, Jr. and wife, Karen Stevenson, *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* 17th *day of* December, *19*85.

Gael Pigg *Notary Public*

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

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 6742 PAGE 175

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
			679[illegible].10- COUNT.	
			625[illegible].30- COUNT.	
			176.84 RSTAX	
			60.31 RSTAX	
			.50 PRFE[illegible]	
			12.00 WDE[illegible]	
			CHECK 849.95-	
0707A12/20/85			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

63008

IDENTIFICATION REFERENCE

Dec 20 1 14 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 203710