Prepared by: Gail Higgs, Atty
219 2nd Ave, N.
Nashville, TN 37201

Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
John Walter Goff	Same	Map 142-6-A
Suite 105 Hillsboro Road (NAME)	(NAME)	246, 247 & 248
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	9D 67146, 9D 67147 & 9D 67148
Nashville, TN 37212 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Forty Thousand ($140,000.00) and No/100---------- *Dollars,*

of which Fifteen Thousand ($15,000.00) and No/100---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder One Hundred Twenty-five Thousand ($125,000.00)---------- *Dollars,*

John Walter Goff, a single person *has executed* his promissory note of even date herewith bearing interest at eleven (11%) per annum and payable to Roger Church and wife, Sara Church in equal monthly installments of $1,225.15, with the first payment due June 1, 1986 and a like amount due on the first day of each month thereafter; provided, however, the entire principal and interest shall be paid in full on or before May 1, 2011. Any default in the terms of said note shall constitute a default of this instrument.

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, Roger Church and wife, Sara Church *have this day bargained and sold, and do hereby transfer and convey unto the said* John Walter Goff, a single person his *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Building No. 41, Unit No. 246, and Garage No(s). 1 & 2, on the Plan of "Peppertree", Creekside Meadows Condominiums of record in Book 4675, page 128 through 130, Register's Office for Davidson County, Tennessee ("RODC") together with all fixtures, appliances, wall-coverings, carpets or other improvements therein and the undivided interest in the common elements appurtenant thereto, all being more particularly described in the Master Deed and By-Laws of record in Book 4834, page 257 through 312, as amended in Book 4984, page 174, Book 5045, page 890, book 5086, page 80, and Book 5259, page 5, RODC, and the Charter of Creekside Meadows Association, Inc., of record in Book 4836, page 610 RODC.

Being the same property conveyed to Roger Church by deed from Shirley Legate of record in Book 6087, page 281, said Register's Office for Davidson County, Tennessee.

Building No. 41, Unit No. 247, and Garage No(s). 1 & 2, on the Plan of "Peppertree", Creekside Meadows Condominiums of record in Book 4675, page 128 through 130, Register's Office for Davidson County, Tennessee ("RODC") together with all fixtures, appliances, wall-coverings, carpets or other improvements therein and the undivided interest in the common elements appurtenant thereto, all being more

(over)

STATE OF TENNESSEE, COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 140,000.00

Subscribed and sworn to before me this the 13 day of May, A.D. 86

John Walter Goff
Affiant

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

Notary Public

particularly described in the Master Deed and By-Laws of record in Book 4834, page 257 through 312, as amended in Book 4984, page 174, Book 5045, page 800, book 5086, page 80, and Book 5259, page 5, RODC, and the Charter of Creekside Meadows Association, Inc., of record in Book 4836, page 610 RODC.

Being the same property conveyed to Roger Church by deed from Shirley Legate of record in Book 6087, page 281, said Register's Office for Davidson County, Tennessee.

Building No. 41, Unit No. 248, and Garage No(s). 1 & 2, on the Plan of "Peppertree", Creekside Meadows Condominiums of record in Book 4675, page 128 through 130, Register's Office for Davidson County, Tennessee ("RODC") together with all fixtures, appliances, wallcoverings, carpets or other improvements therein and the undivided interest in the common elements appurtenant thereto, all being more particularly described in the Master Deed and By-Laws of record in Book 4834, page 257 through 312, as amended in Book 4984, page 174, Book 5045, page 800, book 5086, page 80, and Book 5259, page 5, RODC, and the Charter of Creekside Meadows Association, Inc., of record in Book 4836, page 610 RODC.

Being the same property conveyed to Roger Church by deed from Shirley Legate of record in Book 6087, page 281, said Register's Office for Davidson County, Tennessee.

In the event the taxes or insurance are not paid when due, or in the event the premises are not kept in good repair and maintenance; or in the event any payment due hereunder is not paid on its due date, the note secured by this instrument shall become immediately due and payable at the option of holder.

Roger Church agrees that the above described property shall be released from the lien of this instrument upon payment as follows: Unit 246 shall be released upon payment of $40,000.00; Unit 247 shall be released upon payment of $42,500.00 and Unit 248 shall also be released upon payment of $42,500.00; provided, however, no releases shall be executed if this instrument or the note secured by this instrument is in default. Monthly payments shall not be decreased as a result of said release payments.

This is unimproved ( ) improved (X) property, known as Units 246, 247 and 248, 810 Bellevue Rd., Nashville, T
(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 John Walter Goff *his (successors), 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 by 1986 taxes, Master Deed and By-Laws in Bk. 4834, pg. 257; Bk. 4984, pg. 174, Bk. 5045, pg. 800; Charter in Bk. 4836, pg. 610; Plat in Bk. 4675, pg. 52 and Bk. 4675, pg. 128.

we *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* John Walter Goff, his *(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 John Walter Goff, a single man *hereinafter referred to as trustors, hereby transfer and convey unto* Joan Miller, *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 $ 125,000.00 *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

... 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 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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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 13th *day of* May, *19* 86

Roger Church
Roger Church

Sara Church
Sara Church

John Walter Goff
John Walter Goff

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Gail Pigg, *a Notary Public in and for said County and State,* Roger Church and wife, Sara Church

*the within named bargainor*S, *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* 13th *day of* May, *19* 86

Gail Pigg
Notary Public

Commission expires 10-24-88

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Gail Pigg *a Notary Public in and for said County and State,* John Walter Goff *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* 13th *day of* May, *19* 86.

Commission expires 10-24-88 *Notary Public*

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 .....

01495

IDENTIFICATION REFERENCE

MAY 16 1 25 PM '86

FELIX Z. WALSH TR. REGISTER
DAVIDSON COUNTY, TN

INSTALLMENT DEED

FROM
Roger Church and wife,
Sara Church

TO
John Walter Goff

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 _____

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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
			140000.00- CONT.	
			125000.00- MONT.	
			364.00 CSTAX	
			123.00 MSTAX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 499.50-	
			4938A05/16/86 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

01499

IDENTIFICATION REFERENCE

MAY 16 1 25 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 248741