BOOK 6910 PAGE 353

This Form furnished by Attorneys Title Company, Inc.

**INSTALLMENT DEED**

Form No. WD - 4

**FROM**

THOMAS L. COLLIE and wife,

MARGARET COLLIE

**TO**

THOMAS D. MILLER, SR. and wife,

DELORES R. MILLER

For draftsman's use

Prepared by:

John R. Cheadle, Sr.
Attorney at Law
129 Second Avenue, North
Nashville, TN 37201
(615) 254-1009

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Mr. & Mrs. Thomas D. Miller, Sr. (NAME) | Same (NAME) | 106-15 |
| 921 Deervale Drive (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | Par 47 1/2 |
| Nashville, TN 37217 (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | |

(FOR REGISTER'S USE)

18032

IDENTIFICATION REFERENCE

JUL 8 8 57 AM '86

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

$ 109,250.00 Thomas D. Miller Sr.
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 7th DAY OF July, 1986.

Notary Public

MY COMMISSION EXPIRES: 1-[illegible]-87

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON

FOR AND IN CONSIDERATION OF the sum of ONE HUNDRED NINE THOUSAND TWO HUNDRED FIFTY AND NO/100---------- ($109,250.00) DOLLARS

of which $ 9,250.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees

have executed a promissory note to grantors in the principal amount of $100,000.00 plus 12 percent interest per annum in monthly installments of $1,028.61 including principal and interest, beginning August 1, 1986. After the sixtieth payment, that is, five years from the first note payment, grantors have the right to demand payment of the entire principal balance at any time upon giving grantees 120 days written notice.

Holder of note must agree in writing to the transfer of any interest in this property; otherwise, Holder may require immediate payment in full of unpaid principal balance of note

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

Thomas L. Collie and wife, Margaret Collie

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Thomas D. Miller, Sr. and wife, Delores R. Miller

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being lot No. 22 on the Plan of Hill-N-Dale Acres, as of record in book 2900, pages 33 and 34, Register's Office for said County. Said lot No. 22 fronts 137 feet on the southwesterly side of Deervale Drive and extends back 301.2 feet on the northwesterly line and 290 feet on the southeasterly line to a dead line, measuring 138 feet thereon.

Being the same property conveyed to Thomas L. Collie and wife, Margaret Collie by deed from Houston T. Ezell and wife, Mabel W. Ezell, of record in Book 3250, page 531, Register's Office of Davidson County, Tennessee.

This conveyance is made subject to ten-foot utility easement along rear line of premises, 40-foot building setback line from Deervale Drive, and conditions of owners certificate, as shown on plan of record in book 2900, pages 33 and 34, Register's Office for Davidson County, Tennessee, and restrictive covenants contained in an instrument of record in book 2959, page 213, said Register's Office.

( ) unimproved ( ) (X) improved (X) property, known as 921 Deervale Drive, Nashville, TN, 37217
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto John R. Cheadle, Sr., Trustee 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 grantees 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 $ 100,000.00 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 herein, the same to bear interest from the date of such payment. Now, if we, the said grantees, 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; 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 7th day of July 19 86

Thomas L. Collie

Thomas L. Collie

Thomas D. Miller, Sr.

Thomas D. Miller, Sr.

Margaret Collie

Margaret Collie

Delores R. Miller

Delores R. Miller

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me John R. Cheadle, Sr., a Notary Public in and for said County and State, the within named Thomas L. Collie, Margaret Collie, Thomas D. Miller, Sr. and Delores R. Miller

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 purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 7th day of July, 19 86.

John R. Cheadle, Sr. Notary Public

NOTARY PUBLIC DAVIDSON COUNTY

Commission expires January 18, 1987

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, (or proved to me on the basis of satisfactory evidence), 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 _____

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

RECEIVED OF _____

FOR _____ BOOK 6910 PAGE 355

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | 109250.00- [illegible] | |
| | | | 100000.00- [illegible] | |
| | | | 305.75 [illegible] | |
| | | | 90.00 [illegible] | |
| | | | .50 [illegible] | |
| | | | 6.00 [illegible] | |
| | | | CHECK | 410.25- |
| 4371 | A07/08/86 | BAL | | .00 |

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

18032

IDENTIFICATION REFERENCE

Jul 8 8 57 AM '86

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

**No.** 267801