Installment Deed

Gail Pigg
219 21st Ave. N
Nashville, Tn. 37

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Samuel E. Davis and Alan C. Gore d/b/a G & E		
(NAME) Partners, a Tennessee General Partnership	(NAME)	118-11 #158
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	BH 3305
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

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FOR AND IN CONSIDERATION of the sum of One Hundred Ten Thousand ($110,000.00)-------

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Dollars,

of which Ten Thousand ($10,000.00)----------

Dollars, has been paid in cash,

the receipt of which is hereby acknowledged, and for the remainder One Hundred Thousand ($100,000.00)

Dollars,

have executed

their joint promissory note of even date herewith, bearing interest at ten percent (10%) per annum and payable at such terms and conditions as are therein specified. Said note is incorporated therein by reference.

98 MAY 15 AM 9:30
ELEX G. HADDOX, REGISTER
DAVIDSON COUNTY, TN

RECEIPT REFERENCE
7 8 8 9

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, Carl P. Gardner and wife Marilyn Gardner

have this day bargained and sold, and do hereby transfer and convey unto the said Samuel E. Davis and Alan C. Gore, d/b/a G & E Partners, a Tennessee General Partnership, their

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 4, Block "I" on the Plan of Berry Hill Gardens of record in Book 1130, page 36, Register's Office for said County.

Said Lot No. 4 fronts 65 feet on the easterly side of East Iris Drive and runs back between parallel lines 139.85 feet to a dead line measuring 65 feet thereon.

Being the same property conveyed to Carl P. Gardner by deed from William E. Miller and wife, Minnie S. Miller of record in Book 5512, page 979, Register's Office for Davidson County, Tennessee.

This conveyance is subject to any and all zoning regulations, building restrictions and setback lines, if any, and easements and rights-of-way for public utilities applicable to this property; and taxes for the current year which have been prorated and assumed by the Grantee (s) herein.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 110,000.00

Affiant

Subscribed and sworn to before me, this the 30th day of December, 19 86

My commission expires: 10-24-88

(Affix Seal)

Notary Public

In the event the above described property is sold, transferred or conveyed, the property note secured by this instrument shall become immediately due and payable at the option of holder. In the event holder consents to an assumption, said consent must be in writing.

Failure to keep the property in good repair and maintenance; failure to keep the property insured as herein provided, and to furnish holder a paid receipt and certificate of coverage; failure to pay taxes or assessments when due; and failure to pay any installment when due, will constitute a breach of the terms of this document and all sums due hereunder shall become immediately due and payable. In the event holder must pay any assessments, taxes, repairs or insurance premiums to protect their interest hereunder, said amount so expended shall be added to the principal balance and bear interest as specified in the note.

unimproved ( )
This is improved (X) property, known as 406 East Iris Drive, Berry Hill, 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 Samuel E. Davis and Alan C. Gore, d/b/a G & E Partners, a Tennessee General Partnership, their *(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 for Plan of Record in Book 1130, page 36 and easement for sanitary sewers and/or storm drainage of record in Book 4610, page 988, Register's Office for Davidson County, Tennessee.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Samuel E. Davis and Alan C. Gore, d/b/a G & E Partners, a Tennessee General Partnership, their *(successors), heirs and assigns, against the lawful claims of all persons.* except as above set forth.

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 Samuel E. Davis and Alan C. Gore d/b/a G & E Partners, a Tennessee General Partnership *hereinafter referred to as trustors, hereby transfer and convey unto* Kimberly Redd, *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 $ [illegible], *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,* and to provide said holder certificate of coverage, with paid receipt upon request but no less frequently than annually.

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 or the of to the all

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 6 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

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 30th day of December, 19 94

Carl P. Gardner

Marilyn Gardner

G & E Partners, a Tennessee General Partnership

By: Alan C. Gore

By: Samuel E. Davis

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ... a Notary Public in and for said County and State, Carl P. Gardner and wife, Marilyn Gardner

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 30th day of December, 19 94*

NOTARY PUBLIC
DAVIDSON COUNTY

Notary Public

Commission expires 8/24/97

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ... *a Notary Public in and for said County and State,* Samuel E. Davis and Alan C. Gore ..... *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* .....*day of* ....., *19*.....

.....*Notary Public*

Commission expires .....

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 .....

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Samuel E. Davis and Alan C. Gore with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged themselves to be partners respectively of G & E Partners, a Tennessee Partnership, the within named bargainor, a partnership and that they as such partners executed the foregoing instrument for the purpose therein contained by signing the name of the partnership by the said Samuel E. Davis and Alan C. Gore as such partners and attesting the same by the Samuel E. Davis and Alan C. Gore as partners.

Witness my hand and seal, at office in Nashville, Tennessee, this 2nd day of December, 1986.

Commission expires 4/30/88 _____ Notary Public

INSTALLMENT DEED

FROM
Carl P. Gardner and wife
Marilyn Gardner

TO
Samuel E. Davis
and
Alan C. Gore

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

[illegible]

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

[illegible] CHECK $18.50-

[illegible] 12/31/86 BAL .00

78189

IDENTIFICATION REFERENCE

Dec 31 9 15 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 28683