This Instrument Prepared By:
W. Ovid Collins, Jr., P.O. Box 2808,
Nashville, Tennessee 37219

# Installment Deed

BOOK 7156 PAGE 16

Mail

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Harold Bone | Harold Bone | 53-12 |
| (NAME:) 324 Clearlake Drive | (NAME:) 324 Clearlake Drive | Parcels 182 & |
| (STREET ADDRESS OR ROUTE NUMBER) Nashville 37219 TN | (STREET ADDRESS) Nashville 37219 TN | 216 |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

*FOR AND IN CONSIDERATION of the sum of* Thirty thousand ($30,000.00) *Dollars,*

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

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TN
MAR 4 10 36 AM '87
IDENTIFICATION
0.00

*the receipt of which is hereby acknowledged, and for the remainder* of Twenty-five thousand ($25,000.00) *Dollars,*

Harold Bone and wife Katherine Bone

*have executed*

an installment deed note of even date herewith payable to the order of Paul E. Moore and wife Delphine B. Moore at the rate of $5,000.00 per year for five years, the first payment to be due on March 1, 1988 and the like amount on March 1 of each succeeding year until paid in full, with interest at 8 1/2 percent per annum on the unpaid balance

*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,* we, Paul E. Moore and Delphine B. Moore

*have this day bargained and sold, and do hereby transfer and convey unto the said* Harold Bone and wife Katherine Bone

*(successors), heirs and assigns,*

*certain real estate in Davidson County, Tennessee, as follows:* TRACT 1: Land in Davidson County, Tennessee, being the northerly 306 feet of the westerly 175 feet of Lot No. 24 of Life and Casualty Insurance Companies Subdivision of the Dabbs and Elliott property as of record in Book 843, page 56, Register's Office for Davidson County, Tennessee, described as fc lows: Beginning at a point in the dividing line between Lots Nos. 23 and 24 on said plan, 219 feet North of the northerly margin of OId Hickory Blvd.; Thence westerly 175 feet to a point; Thence, northerly 306 feet to a point; Thence, easterly 175 feet to a point; Thence, southerly 306 feet to the point of beginning. Being the same property conveyed to Paul E. Moore and wife, Delphine B. Moore by deed from Esther Patterson, now Pruitt of record in Book 5048, page 973, Register's Office of Davidson County, Tennessee. TRACT 2: Land in Davidson County, Tennessee, being the southwesterly part of Lot No. 2 of Section No. 2 on the Plan of Life and Casualty Insurance Company's Subdivision of Dabbs and Elliott's Property, as of record in Book 843, page 56, Register's Office for Davidson County, Tennessee, described as follows: Beginning at the southwest corner of Lot No. 2 of Section No. 2; Thence with the west line of said Lot No. 2 northwardly 288 feet to a point 291.6 feet south of the southerly margin of Pitts Avenue; Thence eastwardly 190 feet; Thence southwardly 295 feet to the North line of Lot No. 24; Thence with the North line of said lot, westwardly 190 feet to the point of beginning. Being the same property conveyed to Paul E. Moore and wife, Delphine B. Moore by deed from Harry A. Hosey, et ux Alice Gen Hosey of record in Book 3768, page 448, Register's Office of Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 30,000.00

Subscribed and sworn to before me, this the 3rd day of March, 1987

Affiant

My Commission Expires JAN. 9, 1991

(Affix Seal)

Notary Public

unimproved ( )
This is improved ( ) property, known as ..... (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* Harold Bone and wife Katherine Bone, their ..... (~~HXXXXXX~~), *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 1987 realty taxes which have been prorated and assumed by Grantees and easements and restrictions of record.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Harold Bone and wife Katherine Bone, their ..... (~~XXXXXXX~~), *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* Harold Bone and wife Katherine Bone ..... *hereinafter referred to as trustors, hereby transfer and convey unto* W. Ovid Collins, Jr. *, 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 $....., 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 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:*

*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.* BOOK 7156 PAGE 18

*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* 3 *day of* March, *19* 87

Katherine G. Bone

Harold P. Bone
by Katherine Bone, attorney in fact

Paul E. Moore and

Delphine B. Moore
By W. Ovid Collins, attorney in fact

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* Sarah Gwaltney, *a Notary Public in and for said County and State,* Katherine G. Bone and W. Ovid Collins, Jr. /(or proved to me on the basis /of satisfactory evidence) *the within named bargainor*S*, with whom I am personally acquainted/ and who acknowledged that* they *executed the within instrument for the purposes therein contained.*

*Witness my hand and official seal at* Nashville, *Tennessee, this* 3rd *day of* March, *19* 87

Sarah Gwaltney *Notary Public*

*Commission exp*My Commission Expires JAN. 9, 1991

03/04 119.50- CHECK

7446

STATE OF.....
COUNTY OF.....

*Personally appeared before me,* ....., *a Notary Public in and for said County and State,* ...../(or proved to me on the basis of satisfactory evidence)..... *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.....,*
*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.....*

# INSTALLMENT DEED

FROM

TO

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

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

RECEIVED OF _____

FOR _____

BOOK 7156 PAGE 20

| | | |
|---|---|---|
| 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] CMT.
[illegible] MTG.
[illegible] STAX
[illegible] MTGX
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CHECK [illegible]

[illegible] BAL [illegible]

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0.00.04

IDENTIFI REFERENCE

MAR 4 10 36 AM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No.52669