Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	Send Tax Bills to:	MAP PARCEL NUMBERS
Marvin E. Clements	Nashville RDC	Map 105-8
(NAME) 2200 Abbott Martin Road	(NAME) Box 2393, 1238 Antioch Pike	Parcel 217
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37215	(STREET ADDRESS) Nashville, TN 37202	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Ten Thousand Five Hundred Twenty-Two and 65/100 ($10,522.65)——— Dollars, of which Two Thousand and No/100 $2,000.00)——— Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Eight Thousand Five Hundred Twenty-Two and 65/100 ($8,522.65)——— Dollars,

Marvin E. Clements has executed a promissory note of even date in the principal amount of $8,522.65, payable to the order of Nashville RDC, a partnership composed of H. Steve George and Frederick R. Keith, Jr., which note is payable in full twenty-four (24) months from date, together with interest at the rate of 10% per annum, in accordance with its terms,

BOOK 7260 PAGE 516

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. Nashville RDC, a partnership composed of H. Steve George and Frederick R. Keith, Jr., has ~~this day~~ bargained and sold, and ~~does~~ hereby transfer and convey unto the said Marvin E. Clements, his ~~successors~~, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

[See Attached Exhibit A]

Patricia Clements, the wife of Marvin E. Clements, joins in the execution of this instrument for the sole purpose of conveying to Darrell L. West, Trustee, whatever right, title or interest she may have in the subject property as the spouse of Marvin E. Clements.

3361.3
IDENTIFICATION REFERENCE
JUN 5 2 35 PM '87
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 $ 10,522.65

Subscribed and sworn to before me, this the 5th day of June, 19 87.

Affiant

My commission expires: ——— (Affix Seal)

Notary Public

This is unimproved ( ) improved (X) property, known as Lot 10 (House Number) Culvert Street (Street) Nashville, TN 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 Marvin E. Clements, his ~~successors~~, heirs and assigns forever. Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered. Grantor further covenants and binds itself, and its successors heirs and representatives, to warrant and forever defend the title to said real estate to said Marvin E. Clements, 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 Marvin E. Clements hereinafter referred to as trustors, hereby transfer and convey unto Darrell L. West, 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 equity of redemption, statutory right of redemption, homestead, and all other exemptions and rights 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 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The words "Trustors" when used herein shall apply to parties both singular and plural.

Witness our *hand* s *this* 1st *day of* JUNE, *19* 87, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Marvin E. Clements

Patricia Clements

Nashville RDC, a partnership

By: Steve George
Partner

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, Sheryl O'Neil, *a Notary Public in and for said County and State, the within named* Marvin E. Clements and wife, Patricia Clements

the bargainor s, *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, *this* 1 *day of* June, *19* 87.

My commission expires 10-24-88 *Notary Public* Sheryl O'Neil

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Sheryl O'Neil, of the state and county aforesaid, personally appeared Steve George, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of Nashville RDC, the within named bargainor, a partnership, and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as partner.

Witness my hand and seal, this 1 day of June, 1987.

Sheryl O'Neil *Notary Public*

Commission expires 10-24-88

INSTALLMENT DEED

FROM
Nashville RDC, a partnership

TO
Marvin E. Clements

Prepared By: Darrell L. West
303 Church Street, Suite 102
Nashville, Tennessee 37201

Published by
Ticor Title Insurance Company
Public Square Building
344 4th Avenue North
NASHVILLE, TENNESSEE 37219

EXHIBIT A TO INSTALLMENT DEED
NASHVILLE RDC TO MARVIN E. CLEMENTS

PROPERTY DESCRIPTION:

A tract of land in the First Civil District of Metropolitan, Nashville, Davidson County, Tennessee. Being all of Lot Number 10 as shown on the plan of Lumsden's 3rd Addition to Nashville as of record in plat Book 57, Page 106, Register's Office for Davidson County, Tennessee and being more particularly described as follows:

Beginning at a point on the north right of way line of Culvert Street (50' R.O.W.) that is N 80° 03' 15" W 263.16 feet from the west right-of-way line of Geyser Street; thence,

1. With the north right-of-way line of Culvert Street N 80° 03' 15" W a distance of 50.00 feet to a point, said point being the southeast property corner of Richard V. Perkerson, Jr. as of record in Deed Book 6975, Page 507, Register's Office for Davidson County, Tennessee; thence,
2. Leaving said right-of-way line with the east property line of R. V. Perkerson, Jr. N 05° 00' 07" E a distance of 143.26 feet to a point in the south right-of-way line of an unnamed alley; thence,
3. With said right-of-way line S 84° 59' 53" E a distance of 50.00 feet to a point; thence,
4. Leaving said right-of-way line S 05° 04' 27" W a distance of 147.57 feet to the point of beginning and containing 7,257 sqaure feet or 0.167 of an acre more or less.

Being all of Tract Number II as conveyed to Nashville RDC, a partnership as of record in Deed Book 7104, Page 279, said Register's Office, as corrected by Deed of Correction of record in Book 7260, page 514, said Register's Office.

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

RECEIVED OF _____

FOR _____

BOOK 7260 PAGE 519

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
			10522.65- CAMT.	
			8522.65- MAMT.	
			29.40 CSTAX	
			6.50 MSTAX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 45.40-	
			6015A06/05/87 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

33613

IDENTIFICATION REFERENCE

JUN 5 2 35 PM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 90382