INSTALLMENT DEED

For and in Consideration of the sum of Ten Thousand Seven Hundred Ninety Two and 60/100 (10,792.60) Dollars,

of which Two Thousand Four Hundred Fifty and No/100 ($2,450.00) Dollars,

has been paid in cash by Angela L. Moore and Lynda E. Smith

the receipt of which is hereby acknowledged, and for the remainder Eight Thousand Three Hundred Forty Two and 60/100 ($8,342.60) Dollars,

the said Angela L. Moore and Lynda E. Smith have executed a promissory note in the original principal amount of $8,342.60 payable in 144 consecutive monthly installments of $99.80 each, including both principal and interest, interest being at the rate of 10% per annum on the unpaid principal sum. The first payment falling due on the 31st day of January, 1987, and continuing in consecutive monthly installments as aforesaid until both principal and interest are fully paid. Amounts paid will be credited first to interest due; balance to unpaid principal sum.

4011 3

IDENTIFICATION REFERENCE

JUN 23 ... AM

~~all of said notes bearing six per cent interest from date and providing for payment of attorney's fees~~, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Paul B. Sutton and wife, Evelyn Sutton,

have this day bargained and sold, and do hereby transfer and convey unto the said Angela L. Moore and Lynda E. Smith, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING Lot No. 14 of Block "A" on the Map of Nashville Trust Company's Subdivision of the A. W. Shryer Property, as of record in Book 843, page 25, said Register's Office, to which plan reference is made for a more complete description.

BEING the same property conveyed to James T. Morris and wife, Pauline Morris by deed from Valley Construction Company, Inc., G. M. Choate, individually as sole stockholder and wife, Leola C. Choate of record in Book 5719, page 669, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to Paul B. and Evelyn Sutton by deed from James T. Morris and wife, Pauline Morris of record in Book 5833, Page 128, Register's Office for Davidson County, Tennessee.

GRANTEES hereby assume and agree to pay the mortgage payable to Collateral Investment Company of record in Book 5719, page 672, said Register's Office. Escrow Account and insurance to be transferred to Grantees.

THIS conveyance subject to such Restrictive Covenants, easements and setback lines of record in said Register's Office.

This is unimproved ( ) improved (X) property, known as 828 Seymour Avenue, Nashville, Tennessee 37206
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Angela L. Moore and Lynda E. Smith, 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 said real estate to said Angela L. Moore and Lynda E. Smith, 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 Angela L. Moore and Lynda E. Smith

do hereby transfer and convey unto Tom G. Coleman, Jr., 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 Angela L. Moore and Lynda E. Smith

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 $ full value of improvements 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 interst 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 therein, the same to bear interest from the date of such payment.

Now, if we, the said Angela L. Moore and Lynda E. Smith 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, 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. 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 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 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 us 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 Tom G. Coleman, Jr., Trustee, shall be vested in said successor.

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 Paul B. Sutton and wife, Evelyn Sutton, and Angela L. Moore and Lynda E. Smith hereunto set our hands at Nashville, Tennessee, this the 31st day of December 1986.

Lynda E. Smith

Angela L. Moore

Lila P. Sutton

Paul B. Sutton

Evelyn Sutton

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**STATE OF TENNESSEE**
**Davidson County**

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Lynda E. Smith, Angela L. Moore, Lila P. Sutton, Paul B. Sutton and wife, Evelyn Sutton,

the bargainors, 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 31st day of December, 1986

Commission Expires 9-11-88

Notary Public.

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**STATE OF** _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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

BOOK 7279 PAGE 113

Before me, , a Notary Public of the State and County aforesaid, personally appeared with whom I 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 .

(over for additional acknowledgements)

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Angela L. Moore et al (NAME) | AmSouth Mortgage (NAME) | Map 82-8 |
| 828 Seymour Avenue (STREET ADDRESS OR ROUTE NUMBER) | P. O. Box 847 (STREET ADDRESS) | Par. 92 |
| Nashville, TN 37206 (CITY) (STATE) (P. O. ZIP) | Birmingham, Alabama 35201 (CITY) (STATE) (ZIP) | 27W-18885 |

THIS INSTRUMENT WAS PREPARED BY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 29,500.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 27th DAY OF June 19 90

Notary Public

MY COMMISSION EXPIRES: 9-11-93

(AFFIX SEAL)

NOTARY PUBLIC AT LARGE STATE OF TENN.

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

RECEIVED OF _____

FOR _____

BOOK 7279 PAGE 114

| | | |
|---|---|---|
| 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] CAPITAL | |
| | | | 834.60- TAX | |
| | | | 80.50 STATE | |
| | | | 6.30 MISC | |
| | | | .50 PRFEE | |
| | | | 10.00 MRTG | |
| | | | CHECK | 101.40- |
| | | | 3513A06/26/87 BAL | .00 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

40119

IDENTIFI REFERENCE

JUN 25 [illegible] 23 AM '87

FELIX Z. WILSON
DAVIDSON COUNTY, TN

No. 97714