BOOK 7328 PAGE 319

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

Willimae Waller Wright

TO

James M. Gardner and wife,
Shelia G. Gardner

For draftsman's use

This instrument prepared by:
Foley & Weiss, Attorneys
Suite 500 One Church Street Building
Nashville, Tennessee 37201

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| James M. Gardner (NAME) | J. Douglas Wright, Jr. (NAME) | 60-12 Parcel 78 |
| 104 Hart Lane (STREET ADDRESS OR ROUTE NUMBER) | 511 Stahlman Building (STREET ADDRESS) | |
| Nashville, Tennessee 37207 (CITY) (STATE) (P. O. ZIP) | Nashville, Tennessee 37201 (CITY) (STATE) (ZIP) | |

(FOR REGISTER'S USE)

5689 6.

IDENTIFICATION REFERENCE

AUG 18 1 57 PM '87

REGISTER'S OFFICE
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 36,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 18th DAY OF August 1987.

Notary Public

MY COMMISSION EXPIRES: Dep. Reg.

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of THIRTY SIX THOUSAND and No/100 ($36,000.00) DOLLARS

of which $ 1,000.00 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 their joint promissory note of even date payable to the order of the Grantor in sixty (60) monthly installments of $307.00 each, including interest at the rate of ten (10%) per centum per annum, beginning September 1, 1987 and a like sum monthly thereafter with the final payment, if not sooner paid being due and payable on the 1st day of August, 1992. Payments to be credited first to the payment of interest on the unpaid principal balance as shall from time to time remain unpaid, remainder to principal. In addition to the payments of principal and interest Grantees shall pay the sum of $43.00 per month into escrow for the payment of taxes and insurance. Said Note also provides for a late charge ot $15.00 for any payment received after the 15th day of the month. This loan may not be assumed by any subsequent purchaser without the written consent of the Grantor.

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,

I, Willimae Waller Wright, a widow

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto James M. Gardner and wife, Shelia G. Gardner,

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

Being Lot No. 4 on the Plan of the J. D. Wright Subdivision of record in Book 6200, page 610, Register's Office for said County.

Said Lot No. 4 fronts 65.00 feet on the southerly side of Hart Lane and extends back between lines, 131.46 feet on the westerly line and 131.72 feet on the easterly line to a dead line in the rear, measuring 65.00 feet thereon.

Being part of the same property conveyed to J. Douglas Wright and wife, Willimae Waller Wright, by deed from William Frank Davis and wife, Pearle M. Davis, of record in Book 1808, page 168, said Register's Office. The said J. Douglas Wright having since died.

Maximum Principal Indebtedness for Tennessee Recording Purposes is $36,000.00

This is unimproved ( ) improved (X) property, known as 104 (House Number) Hart Lane (Street), Nashville (P.O. Address: City or Town), Tennessee 37207 (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, we have a good right to convey it, and that the same is unincumbered except for 1987 taxes which have been pro-rated and assumed by the Grantees herein. We further covenant and bind our selves, 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 promissory notes, and rendering unnecessary current proceedings for the enforcement of said lien in the event of the non-payment of said notes as they mature, as herein after provided, and for the consideration of one dollar, to us in hand paid, we the said grantees herein do hereby transfer and convey unto J. Douglas Wright, 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 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 $ 30,000.00 until the notes hereby 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 their 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, general and special, 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 same or sums so expended as part of the indebtedness secured thereby, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the obligations aforesaid when due according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as above said, 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 fail to pay taxes, keep up repairs or keep said premises insured as herein provided, or 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, or 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 other five 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 advice on 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 hereby 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 grantors 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 notes, or if more than one, then of the first maturing note or part thereof, 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 14th day of August, 19 87.

Willimae Waller Wright
WILLIMAE WALLER WRIGHT

James M. Gardner
JAMES M. GARDNER

Shelia G. Gardner
SHELIA G. GARDNER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named WILLIMAE WALLER WRIGHT, the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 14th day of August, 19 87.

Notary Public

Commission expires 2/19/88

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named James M. Gardner and wife, Shelia G. Gardner, 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 14th day of August, 19 87.

Notary Public

Commission expires 10-24-88

# 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 TAX - STATE TAX CONVEY |
| WD - WARRANTY DEED | UCC - UNIFORM COMMERCIAL CODE | MO TAX - STATE TAX MORT |
| TD - TRUST DEED | | PRFEE - PROBATE FEE |

| DATE | SYMBOL | VALUATION | TAX AND FEES | TOTAL |
|---|---|---|---|---|
| | | | | |

360[illegible]
350[illegible]
10
3
6
CHECK
8/18/87 REC

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

5.6.8.9.6.

IDENTIFICATION REFERENCE

AUG 18 1 57 PM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 06734