Maximum Principal Amount for Tennessee Recording Tax Purposes is $44,000.00.

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This Form furnished by Attorneys Title Company, Inc.

**INSTALLMENT DEED** Form No. WD-4

**FROM**

H. C. DUKE

**TO**

ELMER EDWARD VANATTA, Jr., et ux, Rhonda Renee Vanatta

For draftsman's use

Prepared by: H. E. Collins, Attorney, 4800 Charlotte Ave., Nashville, TN 37209

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Elmer Edward Vanatta, Jr., et ux (NAME) | Same (NAME) | Map 90-8 |
| 607 Annex Avenue (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | Parcel 199 |
| Nashville, TN 37209 (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | 8DA-26449 |

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$45,000.00 E. E. Vanatta
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 31st DAY OF March 1988

Harold E. Collins
Notary Public

MY COMMISSION EXPIRES: 3-11-90

(AFFIX SEAL)

H. E. COLLINS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

FOR AND IN CONSIDERATION OF the sum of Forty-Five Thousand and No/100... ($45,000.00) 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 payable to H. C. Duke in the principal amount of $44,000.00 payable in 180 monthly installments of $514.01 each which includes interest at the rate of 11½ % per annum. The first payment is due and payable on the 30th day of April, 1988, and a like payment on the same day of each succeeding month thereafter until paid in full. Said monthly payments to be applied first to interest and the remainder to principal.

FILED APR 8 6 35 AM '88 DAVIDSON COUNTY, TENN. REGISTER

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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, H. C. Duke, an unmarried person,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Elmer Edward Vanatta, Jr. and wife, Rhonda Renee Vanatta,

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

LAND in Davidson County, Tennessee, being part of Lot No. 56 on the Plan of West Nashville Annex, as of record in Book 332, page 11, Register's Office for said County, described as follows:

BEING part of the tract of land in the 8th Civil District of Davidson County, Tennessee, and beginning at a point in the center of Annex Avenue 250 feet from the corner of Annex Avenue and Robertson Avenue; thence in a westerly direction 200 feet to an alley; thence in a northerly direction 50 feet to a point; thence in an easterly direction 200 feet to the center of Annex Avenue; thence along the center of Annex Avenue in a southerly direction 50 feet to the point of beginning.

BEING the same property conveyed to H. C. Duke by deed from Joyce Watson (Husband, Leo Watson, joined in conveyance) of record in Book 6095, page 409, Register's Office for Davidson County, Tennessee.

Grantees assume 1988 property taxes.

2549 04/08 0101 03CHECK 74-50

is unimproved ( X ) is improved ( ) property, known as 607 Annex Avenue, Nashville, TN 37209
(House Number) (Street) P. O. Address: (City or Town) (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 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 represenatives, 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 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 grantees herein do hereby transfer and convey unto H.E. Collins 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 $ 45,000.00 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 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 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 grantees, 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, the statutory right of redemption, homestead, dower, statutory or elective rights, and all other exemptions of every kind, which are hereby expresly 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 advise 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 the grantees 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 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 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 31st day of March 19 88

H.C. DUKE

ELMER EDWARD VANATTA, JR.

RHONDA RENEE VANATTA

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 H.C. Duke, Elmer Edward Vanatta, Jr. and Rhonda Renee Vanatta,

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 31st day of March, 1988.

Notary Public

ROLLIE E. COLLINS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires 3-11-90

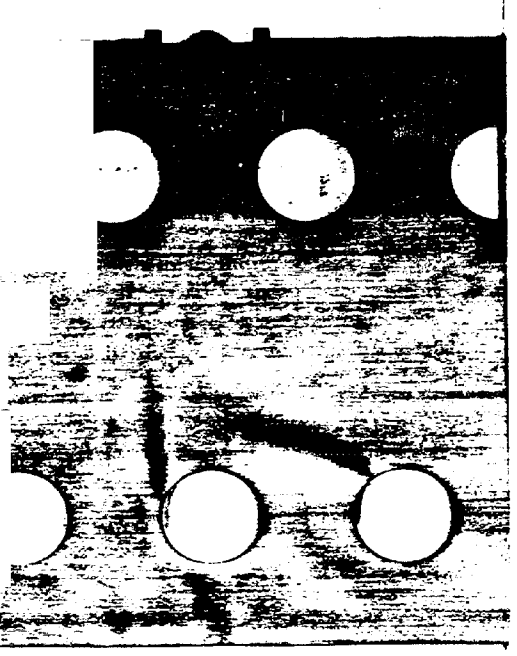
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

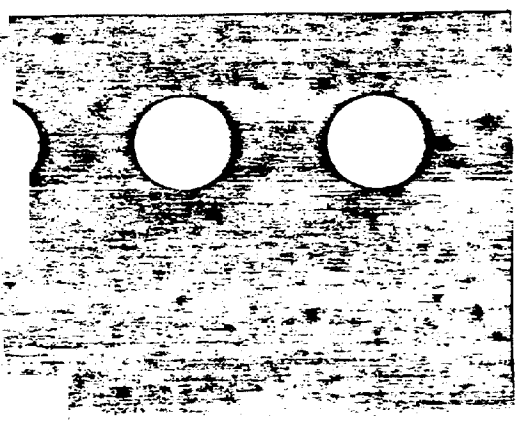
Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged ____self to be _____ of the _____, the within named bargainor, a corporation, 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 _____





# OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7511 PAGE 858

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | | CAMT 45000.00 |
| | | | | MAMT 44000.00 |
| | | | | CON TX 126.00 |
| | | | | MOR TX 42.00 |
| | | | | PRFEE 0.50 |
| | | | | WDEED 6.00 |
| | | | | TOTAL 174.50 |

CHECK 174.50
04/08/88 01 09:36 0001 2549

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

19794

IDENTIFICATION REFERENCE

APR 8 9 36 AM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

**No.** 78729