This instrument prepared by:
Joseph B. Pitt, Jr., Attorney
First American Center
Nashville, Tennessee 37238

BOOK 7728 PAGE 570

# Installment Deed

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP PARCEL NUMBERS |
|---|---|---|
| Vince E. and Mary B. Freeman | Same | 107-14-76 |
| (NAME:) 902 Aladdin Drive | (NAME:) | |
| (STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee 37217 | (STREET ADDRESS) | |
| (CITY) (STATE) (ZIP) | (CITY) (STATE) (ZIP) | |

FOR AND IN CONSIDERATION of the sum of Forty Thousand and NO/100 ----------($40,000.00)---------- Dollars, of which Five Hundred and NO/100 ----------($500.00)---------- Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Thirty-Nine Thousand, Five Hundred and NO/100 ----------($39,500.00)---------- Dollars,

Vince E. Freeman and wife, Mary B. Freeman have executed

their promissory note of even date herewith in the principal amount of $39,500.00 payable to the order of A.D. Hewlett and wife, Frances H. Hewlett in 240 monthly installments of $394.36 each, which installments include both principal and interest at the rate of ten and one-half (10½) per cent per annum, the first installment falling due on December 1, 1988 and the remaining installments falling due on the same day of each successive month thereafter; said note providing that it may not be assumed by any subsequent purchaser of the property described herein without the written consent of the noteholder;

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, A.D. Hewlett and wife, Frances H. Hewlett

have this day bargained and sold, and do hereby transfer and convey unto the said Vince E. Freeman and wife Mary B. Freeman the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 144 on the Map of Miro Meadows, as of record in Book 1424, pages 94 and 95, Register's Office for said County.

Said Lot No. 144 fronts 55.0 feet on the northerly side of Aladdin Drive and runs back between lines, 170.9 feet on the northwesterly lines and 169.9 feet on the southeasterly line, to a dead line, which is a broken line, measuring 100 feet thereon.

Being the same property conveyed to A.D. Hewlett and wife, Frances H. Hewlett by deed from Helen V. Gober and Anna E. Slatcher of record in Book 6478, page 112, Register's Office for Davidson County, Tennessee.

Maximum principal indebtedness for Tennessee recording tax purposes is $39,500.00.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is 40,000.00

Subscribed and sworn to before me, this the 13th day of Dec., 1988

A.D. Hewlett
Affiant

My commission expires: _____ (Affix Seal)

W. Williams
Notary Public

This is unimproved ( ) improved (X) property, known as 902 Aladdin Drive, Nashville, Tennessee 37217 (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 Grantees their (successors), 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 Grantees, their (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 Grantees hereinafter referred to as trustors, hereby transfer and convey unto Joseph B. Pitt, 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 $ 40,000.00 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 will 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 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 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 of 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 statutory right 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 the 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 premise, 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 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 to do so, 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.

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.

Witness our hands this 7th day of November, 19 88, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Vince Freeman
Vince E. Freeman

A.D. Hewlett
A.D. Hewlett

Mary B. Freeman
Mary B. Freeman

Frances H. Hewlett
Frances H. Hewlett

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me Sandra K. Morrison, a Notary Public in and for said County and State Vince E. Freeman and wife, Mary B. Freeman and A.D. Hewlett and wife, Frances H. Hewlett

the within named 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, Tennessee, this 7th day of November, 1988.

Sandra K. Morrison
Notary Public

Commission expires 5-20-92

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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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 _____

INSTALLMENT DEED

FROM
A.D. Hewlett and wife,
Frances H. Hewlett

TO
Vince E. Freeman and wife,
Mary B. Freeman

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37238

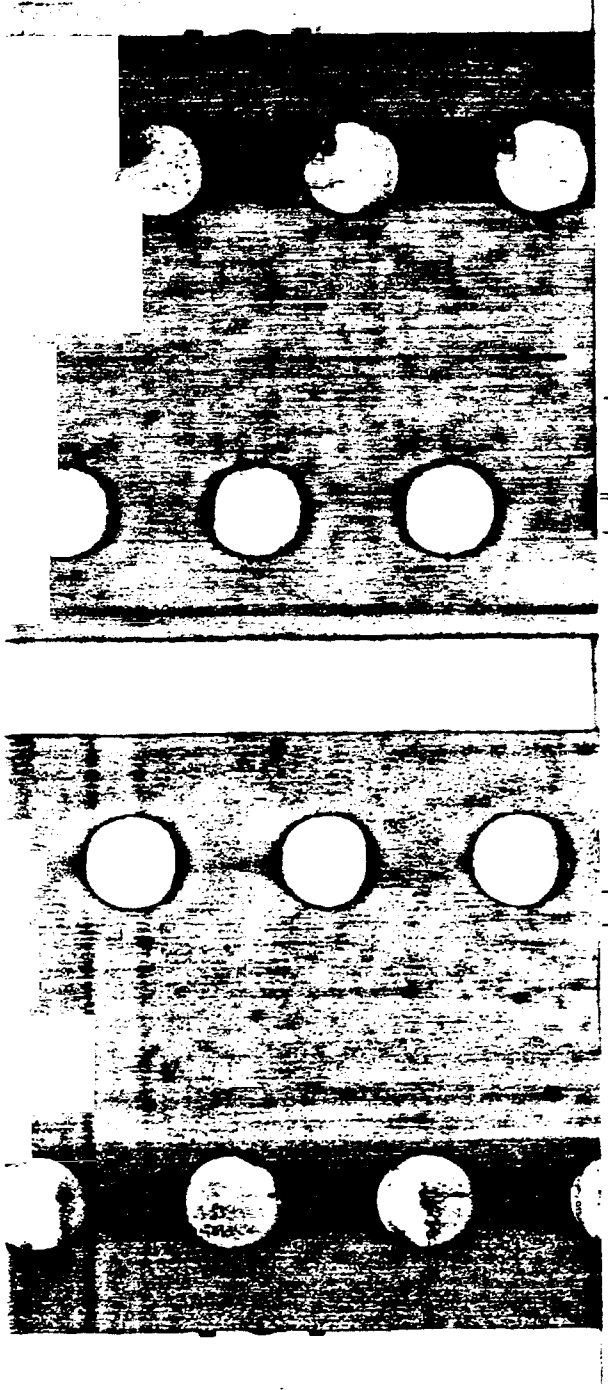
RECEIVED
'88 DEC 15 PM 12 38

RECORDED
'88 DEC 15 PM 12 38

7993 12/15 0101 03CHECK 181.63

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

93983



**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 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 |
|---|---|---|---|---|
| | | | CAMT | 40000.00 |
| | | | MAMT | 39500.00 |
| | | | CON TX | 132.00 |
| | | | MOR TX | 43.13 |
| | | | PRFEE | 0.50 |
| | | | WDEED | 6.00 |
| | | | TOTAL | 181.63 |
| | | | CHECK | 181.63 |
| 12/15/88 | 01 | 12:38 | 0001 | 7993 |

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

93983

IDENTIFICATION REFERENCE

DEC 15 12 38 PM '88

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY TENN

**No.** 164166