BOOK 7854 PAGE 917

This instrument prepared by Harris A. Gilbert, Attorney
13th Floor, Third National Bank Building, Nashville, TN 37219

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Franklin D. McKee, et ux	SAME	64-12A
(NAME:) 316 Thunder Place	(NAME:)	
(STREET ADDRESS OR ROUTE NUMBER) Hermitage, TN 37076	(STREET ADDRESS)	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of
Eighty-Five Thousand and no/100 ($85,000.00)---------- *Dollars,*
of which
Eight Thousand Five Hundred and no/100 ($8,500.00)---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder
Seventy-Six Thousand Five Hundred and no/100 ($76,500.00)---------- *Dollars,*
Franklin D. McKee and wife, Faye W. McKee
*ha*ve *executed*

a promissory note of even date payable to Fox Run Company, a partnership

0859 06/02 0101 03CHECK 381.68

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, Harris A. Gilbert, Trustee, and Norman W. Ginsberg, Trustee, d/b/a Fox Run Company, a partnership
have this day bargained and sold, and do hereby transfer and convey unto the said
Franklin D. McKee and wife, Faye W. McKee
the Grantees herein, their (successors), heirs and assigns,
certain real estate in Davidson County, Tennessee, as follows:

A certain condominium apartment in Davidson County, Tennessee, being Unit No. 316, of Fox Run Condominiums, Second Revision - Part of Sec. 2 and First Revision - Part of Sec. 1, as of record in Book 6250, page 118, Register's Office for said County, to which reference is hereby made for a more complete and accurate description of said unit.

BEING part of the property conveyed to Harris A. Gilbert, Trustee, and Norman W. Ginsberg, Trustee, with either of them having the full power to convey, dispose, mortgage, sell or transfer said property, without the joinder of any beneficiary, by deed from Fox Run Company, Inc., as of record in Book 7449, Page 333, Register's Office for Davidson County, Tennessee.

3721 5

Jun 2 9 35 AM '89

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $76,500.00."

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $85,000.00

Subscribed and sworn to before me, this the 31st day of May, 1989

Affiant

My commission expires: 1-9-91 (Affix Seal)

Notary Public

This is improved (X) unimproved ( ) property, known as No. 316 of Fox Run Condominiums, 316 Thunder Place, Hermitage, TN 37076
(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 unincumbered.

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 installaments thereof, as they mature, 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 Ralph Z. Levy, 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 $ 85,000.00

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.

unimproved ( ) This is improved (X) property, known as 316 Thunder Place, Hermitage, TN 37076
(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 Franklin D. McKee and wife, Faye W. McKee, 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,* except for restrictions attached as Exhibit A.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Franklin D. McKee and wife, Faye W. McKee, 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 Franklin D. McKee and wife, Faye W. McKee *hereinafter referred to as trustors, hereby transfer and convey unto* Ralph Z. Levy, 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 $ 85,000.00 *, 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 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

y'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 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. 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 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 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 Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

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

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the .....day of....., 19.....

Franklin D. McKee
FRANKLIN D. McKEE

Faye W. McKee
FAYE W. McKEE

HARRIS A. GILBERT, TRUSTEE

NORMAN W. GINSBERG, TRUSTEE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Robert John Notestine, a Notary Public in and for said County and State, Franklin D. McKee and wife, Faye W. McKee

the within named bargainor.S., 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 13th day of June, 19 89.

Robert John Notestine
Notary Public

Commission expires May 13, 1990

STATE OF TENNESSEE

COUNTY OF DAVIDSON

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Personally appeared before me, Susanne C. Pugh, *a Notary Public in and for said County and State,* Harris A. Gilbert and Norman W. Ginsberg, *the within named bargainor* s, *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* 24th *day of* May, *19*89.

Susanne C. Pugh *Notary Public*

Commission expires 1-9 91

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, 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
Franklin D. McKee and wife,
Faye W. McKee

TO
Harris A. Gilbert, Trustee
Norman W. Ginsberg, Trustee

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

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

EXHIBIT A

Conveyance of such property is made expressly subject to the following: (1) The Plan of record in Book 6250, page 118, said Register's Office, shows an Owner's Certificate, and certain easements and set-back lines; (2) The premises herein is a condominium apartment established pursuant to all the provisions of the Tennessee "Horizontal Property Act" as the same is set out in Section 66-27-101 et seq. of the Tennessee Code Annotated, as amended, and is subject to the provisions and requirements thereof; and is subject to the By-Laws for the administration thereof; also subject to easements, rights and interest in favor of other unit owners and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through, or upon the land embracing the regime and building thereon; and also including without limitations all conditions, covenants, restrictions, options, burdens, liens, assessments and other undertakings contained in the Master Deed as of record in Book 5535, page 713, Register's Office for Davidson County, Tennessee; and as corrected by Deed of Correction of record in Book 5895, page 516, said Register's Office, and Second Deed of Correction of record in Book 5936, page 301, said Register's Office, and amended by Deed of Amendment to Master Deed of record in Book 6370, page 817, said Register's Office. (3) Taxes for the current year which have been pro-rated and the payment of which has been assumed by the grantee.



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
				CAMT 85000.00
				MAMT 76500.00
				CON TX 280.50
				MOR TX 85.68
				PRFEE 0.50
				TDEED 15.00
				ERR CO
				TDEED 15.00-
				WDEED 15.00
				TOTAL 381.68
				CHECK 381.68

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 06/02/89 01 09:39 0001 0859

3715

JUN 2 9 35 AM '89

No. 215232