File 59

BOOK 8195 PAGE 444

PREPARED BY:
FRANK S. KING, JR.
King & Ballow
1200 Noel Place
200 Fourth Avenue North
Nashville, Tennessee 37219-0373

WRAP-AROUND
INSTALLMENT DEED

Maximum principal indebtedness for Tennessee recording tax purposes is $160,000.00.

ADDRESS NEW OWNER AS FOLLOWS:

M/M DAVID C. WALLACE
4327 Signal Hill Drive
Nashville, TN 37205

SEND TAX BILLS TO:

Same

MAP & PARCEL NO.:

116-15-0 082.00

For and in consideration of the sum of ONE HUNDRED SEVENTY THOUSAND AND NO/100 ($170,000.00) DOLLARS, of which TEN THOUSAND AND NO/100 ($10,000.00) DOLLARS has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED SIXTY THOUSAND AND NO/100 ($160,000.00) DOLLARS, DAVID C. WALLACE AND WIFE, SUE ANN WALLACE, have executed one installment deed note of even date payable to H. C. TINNELL, with interest as provided in said note, 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 property herein conveyed (Said note is not assumable.),

H. C. TINNELL, a single person, has this day bargained and sold and does hereby transfer and convey unto the said DAVID C. WALLACE AND WIFE, SUE ANN WALLACE, the Grantees herein, their successors, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

> Land in the 7th, formerly the 11th Civil District of Davidson County, Tennessee, being in the City of Belle Meade, being lot No. 1 of Block No. 9 on the plan of John Calhoun's Resubdivision of a part of Royal Oak Subdivision, as of record in Book 547, page 167, said Register's Office.
>
> Said Lot No. 1 of Block 9 fronts 200 feet on the southerly side of Signal Hill Drive and runs back 202 feet 6 inches on the westerly line with the easterly side of West View Drive and 181 feet 10 inches on the easterly line to a dead line, measuring 103 feet 8 inches thereon.
>
> BEING the same property conveyed to H. C. TINNELL by deed from ARTYE S. TAYLOR, a widow, of record in Book 8048, page 467, Register's Office for Davidson County, Tennessee.
>
> This conveyance is made subject to any and all zoning regulations, building restrictions and setback lines, if any, and easements and rights-of-way for drainage, sewer and other public utilities and roads applicable to this

property and taxes for the current year which have been prorated and assumed by the Grantee herein.

The note secured hereby recites that said Note is a Wrap-Around Installment Deed Note and that the payment of said Wrap-Around Installment Deed Note by Grantor is subject to the payment by the Beneficiary (H. C. Tinnell), as same matures, of the notes or other obligations secured by the following described prior liens, to-wit:

1. Deed of Trust executed by H. C. Tinnell, to Frank S. King, Jr., Trustee, of record in Book 8048, page 470, Register's Office for Davidson County, Tennessee, to secure to ARTYE S. TAYLOR the payment of a note in the original principal amount of $125,000.00, repayable with interest as specified in said instruments.

This is improved property known as 4327 Signal Hill Drive, Nashville, Tennessee 37205.

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. I covenant that I am 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 as noted of record.

I further covenant and bind myself, my 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 Frank S. King, 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 $_____ 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 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 10 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 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 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, 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 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 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.

Any notice provided for in this security instrument shall be deemed to have been given to the holder of said indebtedness when given as provided in this paragraph. Any notice to the holder of said indebtedness provided for in this Security Instrument shall

be given by delivering to him or by mailing it by first class mail unless applicable law requires use of another method, and shall be directed to H. C. Tinnell, 415 Bunker Hill Drive, Nashville, Tennessee 37217, or any other address holder of said indebtedness designates by notice to Trustors. Any notice to Trustors shall be given by certified mail to the following address: _____

_____.

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 my hand this 11 day of Sept, 1990, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

H. C. TINNELL
A single person

DAVID C. WALLACE

Sue Ann Wallace
SUE ANN WALLACE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Greg R. Tinnell, a Notary Public in and for the State and County aforesaid, the within named H. C. TINNELL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Davidson County, Tennessee, this 11 day of September, 1990.

My Commission Expires:

Feb 4, 93

NOTARY PUBLIC

GREG R. TINNELL NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Gregg B Tinnell, a Notary Public in and for the State and County aforesaid, the within named DAVID C. WALLACE AND WIFE, SUE ANN WALLACE, 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, Davidson County, Tennessee, this 11 day of September, 1990.

My Commission Expires:

April 16 1991

NOTARY PUBLIC

GREGG B. TINNELL NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 170,000.

AFFIANT

Subscribed and sworn to before me this 11 day of September, 1990.

My Commission Expires:

April 16, 1991

NOTARY PUBLIC

GREGG B. TINNELL NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

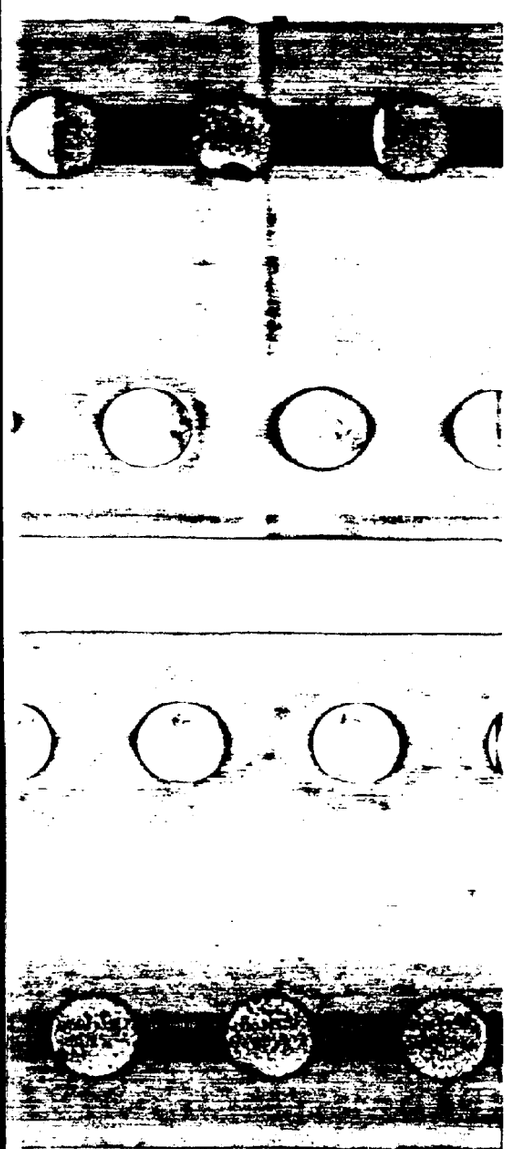
57125

IDENTIFICATION REFERENCE

SEP 13 2 16 PM '90

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY, TN

8650 09/13 0101 03CHECK 758.70



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8195 PAGE 449

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TAX - STATE TAX CONVEY
MO TAX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL
				CAMT 170000.00
				MAMT 160000.00
				MOR TX 56181.70
				VOID
				MOR TX 56181.70-
				CON TX 561.00
				MOR TX 181.70
				PRFEE 1.00
				~~TOTAL 743.70~~
				~~CHECK 743.70~~

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

09/13/90 01 14:19 0001 8649

57125.

IDENTIFICATION REFERENCE

SEP 13 2 16 PM '90

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY, TN

CONT

No. 355300

15.00
~~TOTAL 15.00~~
~~CHECK 15.00~~

TOTAL $758.70

09/13/90 01 14:19 0001 8650

~~WDEED~~ 15.00