5-24-91

BOOK 8359 PAGE 270

INSTALLMENT DEED

ADDRESS NEW OWNER	SEND TAX BILLS TO	MAP-PARCEL NOS.
Ms. Judith C. Siegrist 717 General Kershaw Dr. Old Hickory, TN 37138	Same	117-1 P 86 7DA-5180

For and in consideration of the sum of One Hundred Forty Five Thousand and 00/100 ($145,000.00) Dollars, of which Eighty Five Thousand and 00/100 ($85,000.00), Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remaining Sixty Thousand and 00/100 ($60,000.00) Dollars, Judith C. Siegrist has executed a promissory note, payable in 120 equal monthly installments of Seven Hundred Ninety-Three and 12/100 ($793.12) Dollars, including interest at 10 per cent per annum commencing the 1st day of May, 1991, and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest and attorney's fees, a lien is expressly retained on the land herein conveyed, Karen J. Dahlinger (unmarried), has this day bargained and sold and does hereby transfer and convey unto the said Judith C. Siegrist, her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: 5222 05/24 0101 03CHECK 561.20

Being all of Lot No. 10, and the westerly one-half of Lot No. 11 on the Plan of Meadowlawn, as of record in Book 974, Page 35, Register's Office for said County.

Said Lot No. 10 and part of Lot No. 11 front together 90 feet on the northerly side of Meadow Drive and run back 195.2 feet, more or less, on the westerly line and 190 feet, more or less, on the easterly line to a dead line and measures 90 feet thereon.

Being the same property conveyed to Karen J. Dahlinger, by Installment Deed from Minnie V. Siegrist, of record in Book 5395, Page 935, Register's Office for Davidson County, Tennessee.

This is improved property known as 3608 Meadow Drive, Nashville, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Judith C. Siegrist, her 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 for the lien retained in the installment deed from Minnie V. Siegrist to Karen J. Dahlinger, of record in Book 5395, Page 935, and 1991 ad valorem taxes.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Judith C. Siegrist, her successors 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 Judith C. Siegrist hereinafter referred to as trustor, hereby transfers and conveys unto Alf Adams, Jr., Trustee, his successors and assigns, the real estate hereinabove described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustor agrees 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 $91,000.00------, 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 or her interest may appear.

Trustor further agrees 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 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 trustor upon demand of the trustee or lawful owner or holder of said indebtedness and, upon failure to 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 from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustor, 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, trustor fails 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 given 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 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 the purchaser 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 Trustor.

In case of the death, absence, inability or refusal to act of said trustee at any time when action under the foregoing power and trust may be required, the lawful owner and holder of said indebtedness 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.

IN WITNESS WHEREOF, the parties have signed their names this 23rd day of MAY, 1991.

Karen J. Dahlinger
KAREN J. DAHLINGER

Judith C. Siegrist
JUDITH C. SIEGRIST

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Tracy L. Arrington, a Notary Public in and for the State and County aforesaid, Karen J. Dahlinger, the within named bargainor, 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 seal at Nashville, Tennessee this 23rd day of May, 1991.

Tracy L. Arrington
NOTARY PUBLIC

MY COMMISSION EXPIRES:
10-9-91

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Tracy L. Arrington, a Notary Public in and for the State and County aforesaid, Judith C. Siegrist, the within named bargainor, 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 seal at Nashville, Tennessee this 23rd day of May, 1991.

Tracy L. Arrington
NOTARY PUBLIC

MY COMMISSION EXPIRES:
10-9-91

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater for this transfer is $145,000.00.

Judith C. Siegrist
AFFIANT

SWORN TO AND SUBSCRIBED before me this 23rd day of May, 1991.

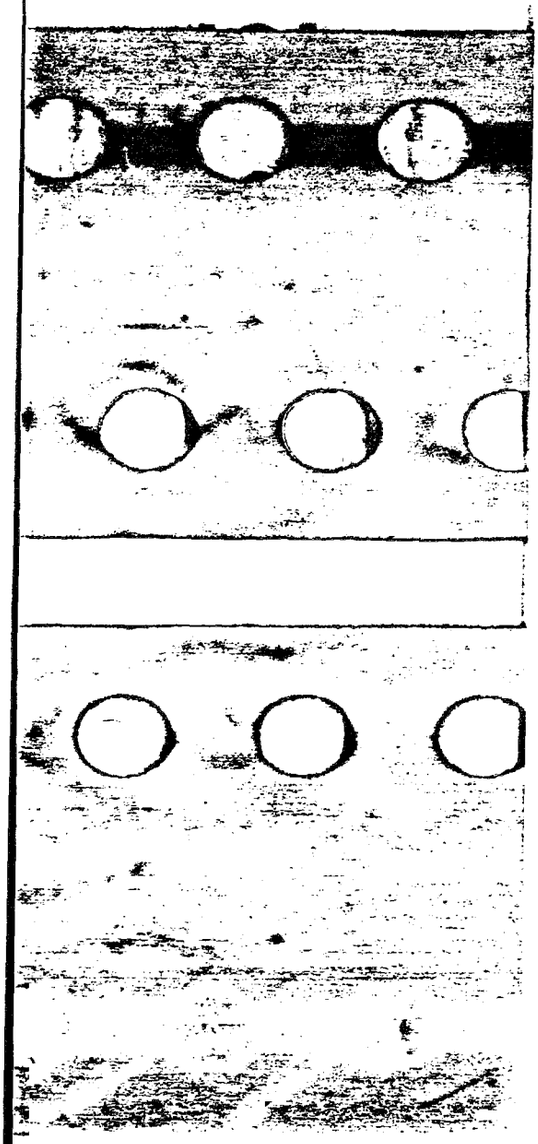
Tracy L. Arrington
NOTARY PUBLIC

MY COMMISSION EXPIRES:
10-9-91

THIS INSTRUMENT PREPARED BY: Alf Adams, Jr., Attorney at Law, One Union, Street, P.O. Box 198169, Nashville, Tennessee 37219-8169.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 60,000.00"

IDENTIFICATION REFERENCE
MAY 24 3 00 PM '91
16971



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8359 PAGE 275

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 145000.00
MAMT 60000.00
CON TX 478.50
MOR TX 66.70
PRFEE 1.00
~~MDEED 15.00~~
~~TOTAL 561.20~~
CHECK 561.20

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

05/24/91 01 15:03 0001 5222

16971

IDENTIFT REFERENCE

MAR 24 3 00 PM '91

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY

No. 424785