Installment Deed BOOK 8416 PAGE 497

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Hugh S. Pope (NAME:)	Hugh S. Pope (NAME:)	117-7-H
3388 Hillsboro Road (STREET ADDRESS OR ROUTE NUMBER)	P.O. Box 1005 (STREET ADDRESS)	Parcel 40
Nashville, TN 37215 (CITY) (P. O. ZONE) (STATE)	Brentwood, TN 37027 (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Ninety Eight Thousand and 00/100 ($98,000.00) *Dollars,*

of which Thirty Thousand ($30,000.00) *Dollars, has been paid* ~~XXXXX~~,

the receipt of which is hereby acknowledged, and for the remainder Sixty Eight Thousand and 00/100 ($68,000.00) *Dollars,*

Hugh S. Pope *has executed*

a promissory note of even date herewith, bearing interest at nine and one-half (9 1/2%) percent per annum, said interest to be paid semi-annually with the entire principal balance and all accrued interest to be paid on or before one year from the date hereof.

THE MAXIMUM PRINCIPAL INDEBTNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $68,000.00.

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, Wall Construction Co., Inc.

have this day bargained and sold, and do hereby transfer and convey unto the said

Hugh S. Pope

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Unit 3388 in Roderick Square Condominiums, a Horizontal Property Regime, located on Hillsboro Road in Nashville, Davidson County, Tennessee as shown on Plat of Roderick Square Condominiums of record in Book 6250, page 928, Register's Office for Davidson County, Tennessee and described in Master Deed recorded in Book 6867, page 385, said Register's Office, to which reference is hereby made. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the property, apartments and co-owners of Roderick Square contained in the Master Deed and By-Laws appended thereto, recorded in Book 6867, page 385 are incorporated in this deed by reference.

Being the same property conveyed to Wall Construction Co., Inc. by deed from Haury and Smith Contractors, Inc. of record in Book 6957, page 378, Register's Office, Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 98,000.00

Affiant

Subscribed and sworn to before me, this the 1st day of August, 19 91

Notary Public

My commission expires: 9/26/92

(Affix Seal)

It is expressly acknowledged that the aforesaid property is a part of a Horizontal Property Regime and as such is subject to Master Deed and By-Laws of record in Book 6867, page 385 et seq. Said documents contain provisions requiring payment of monthly maintenance fees and assessments. Pope agrees to pay said fees and assessments timely and to abide by the terms and conditions of said Master Deed and By-Laws. Failure to pay said fees timely or to abide by said terms and conditions will constitute a default in the terms of this instrument for which foreclosure may result.

In the event Wall is required to advance any sum to protect his interest under this document, said sum shall be added to the amount due Wall under the above described note.

In the event the aforesaid property is sold, transferred or conveyed, this note which is secured by this instrument shall become immediately due and payable at the option of holder.

This is unimproved ( ) improved ( ) property, known as 3388 Hillsboro Road (House Number) (Street) Nashville, TN 37215 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 Hugh S. Pope, his *(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 1991 taxes, Plan in Book 6250, page 928; Master Deed and By-Laws in Book 6867, page 385 et seq.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Hugh S. Pope, his *(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 Hugh S. Pope and wife, Gloria F. Pope *hereinafter referred to as trustors, hereby transfer and convey unto* Emily G. Brawner, *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 $ 100,000.00, *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

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:

the statutory right of redemption

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 1st day of August, 19 91

WALL CONSTRUCTION CO., INC.

BY: James K. Wall

James K. Wall

Hugh S. Pope

Gloria F. Pope

3704

AUG 8 9 41 AM '91

RECORDER'S MEMO
Legibility of Writing, Typing or Printing Unsatisfactory in this Document When Received.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Hugh S. Pope and wife, Gloria F. Pope

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 1st day of August, 19 91.

GAIL PIGG NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Notary Public

Commission expires 9/26/92

BOOK 841 PAGE 500

STATE OF.....
COUNTY OF.....

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

.....

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that..... executed the within instrument for the purposes therein contained.

Witness my hand and official seal at.....,
this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* James K. Wall, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Wall Construction Co., Inc., *the within named bargainor, a corporation, and that* he *as such* President *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* President.

Witness my hand and seal, at office in Nashville, Tennessee
this 1st *day of* August, *19* 91

GAIL PIGG NOTARY PUBLIC DAVIDSON COUNTY STATE OF TENNESSEE LARGE

.....*Notary Public*

Commission expires 9/26/92

1Sa 08 08 0101 03CHECK 451.50

INSTALLMENT DEED

FROM
Wall Construction Co, Inc.

TO
Hugh S. Pope

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

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

RECEIVED OF _____

FOR _____

BOOK 8416 PAGE 501

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

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

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 98000.00
MAMT 68000.00
CON TX 362.60
MOR TX 75.90
PRFEE 1.00
WDEED 12.00
TOTAL 451.50
CHECK 451.50

08/08/91 01 09:43 0001 196

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

37.7.U4.

IDENTIFICATION

Aug 8 9 41 AM '91

No. 448534