INSTALLMENT DEED

For and in Consideration of the sum of

Six Thousand and No/100 ($6,000.00) Dollars,

of which Five Hundred and No/100 ($500.00) Dollars,

has been paid in cash by Teresa D. McEwen, a single person,

the receipt of which is hereby acknowledged, and for the remainder

Five Thousand Five Hundred and No/100 ($5,500.00) Dollars,

the said Teresa D. McEwen has executed her promissory note, of even date herewith, payable to the order of Graham D. Sims, Marion Werner Smith and Ann Gist, payable over Five (5) years, in equal monthly installments, according to the terms,

*Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $5,500.00

3906 04/09 0101 03CHECK 43.23

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

said note bearing 10 per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said note, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed. We. Graham D. Sims, Marion Werner Smith and Ann Gist

have this day bargained and sold, and do hereby transfer and convey unto the said Teresa D. McEwen, her heirs and assigns,

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

Being a part of Lot No. 34 of the Ashton Subdivision, of record in Book 421, Page 219, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at an iron pin in the northwesterly margin of Ashton Avenue, being the common corner with Lot No. 19; thence, along the westerly line of Lot No. 34 and the rear lines of Lots Nos. 19, 18, and 17, North 16° 03' 05" West, 197.30 feet to an iron pin in the line of Lot No. 17; thence, along a severance line, South 36° 49' 53" East 185.00 feet to an iron pin in the northwesterly margin of Ashton Avenue; thence, along said margin of Ashton Avenue, South 53° 36' 27" West 70 feet to the point of beginning, as shown on the survey of J. Bruce Rainey, RLS No. 823, dated 8 March, 1993.

Being the same property devised to Graham D. Sims, Marion Werner (Smith) and Ann Gist by Will of Myra Huddleston, deceased, of record in Will Book 171, Page 512, Probate Clerk's Office for Davidson County, Tennessee, and by the Will of Eva D. Sims, deceased, a certified copy of said will filed of record in Book 6746, Page 973, Register's Office for Davidson County, Tennessee.

Taxes for the year of 1993 have been pro-rated and will be paid by the grantee herein.

The spouses of grantors, herein, Vera D. Graham, Charles Smith and James Gist, join in this instrument for the sole purpose of conveying any interest they may have in said realty as a result of their marital relationship with the respective grantors.

This is unimproved (X) improved ( ) property formerly/know as 1809 Ashton Ave. Nashville, Tenn. 37208
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Teresa D. McEwen, her - - - - - - - - - - - - - - - - - - - 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 and our heirs and representatives, to warrant and forever defend the title to said real estate to said Teresa D. McEwen, - - - - - - - - - - - - - - - - - - - - - her 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to me in hand paid, I, the said Teresa D. McEwen - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - do hereby transfer and convey unto Spiller Campbell, Jr., Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Teresa D. McEwen - - - - - - - - - - - - - - - - - - - - do hereby 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 at least the sum of $ insurable interest until the notes herein secured are 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 and holder of said notes, as his interst may appear.

I further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case I fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if I, the said Teresa D. McEwen - - - - - - - - - - - - - - - - - - - - shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if I fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; if I fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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. I do agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. I do further agree 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 notes 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 Teresa D. McEwen, - - - - - - - - - - her 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 Spiller Campbell, Jr., Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said Graham D. Sims, Marion Werner Smith, Ann Gist and Teresa D. McEwen hereunto set our hands at NASHVILLE, Tennessee, this the 7th day of ~~March~~ April 1993

Graham D. Sims

Vera D. Sims

Marion Werner Smith

Charles Smith

Ann Gist

James Gist

Teresa D. McEwen

STATE OF Montana
County of Yellowstone

Personally appeared before me, JANET SHAW, a Notary Public in and for said County and State, the within named Graham D. Sims and wife, Vera D. Sims,

the bargainors, 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 Billings, Montana, this 16th day of March, 1993

JANET SHAW ★ NOTARY PUBLIC ★ STATE OF MONTANA

Commission Expires 2-10-94

Janet Shaw, Notary Public.

STATE OF Wyoming
Clark County.

Personally appeared before me, Ken Stockwell, a Notary Public in and for said County and State, the within named Marion Werner Smith and husband, Charles Smith,

the bargainors, 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 Clark, Wyoming this 12th day of March, 1993

Commission Expires 11-4-96

Notary Public.

STATE OF Colorado )
COUNTY OF Boulder )

BOOK 5911 PAGE 348

Before me, The undersigned, a Notary Public of the State and County aforesaid, personally appeared Ann Gist and her husband, James Gist, the bargainors, with whom I personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Denver, Colorado, this 22 day of March, 1993.

NOTARY PUBLIC MARY ANNE SALOPEK STATE OF COLORADO

Mary Anne Salopek
Notary Public

My Commission expires: 6-1994

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared Teresa D. McEwen, a single person, _____, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained..

Witness my hand and official at Nashville, Tennessee, this 7th day of April, 1993.

Notary Public
My commission expires: 11-26-96

INSTALLMENT DEED

FROM Graham D. Sims, Marion Werner Smith & Ann Gist

TO Teresa D. McEwen

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

PICK-UP

RECEIVED FOR RECORD
APR 9 11 10 AM '93

SEND TAX REFERENCE

0 8 2 3 5

| ADDRESS NEW OWNER (S) AS FOLLOWS | SEND TAX BILLS TO | MAP-PARCEL NUMBERS |
|---|---|---|
| Teresa D. McEwen | (same as to the left) | Map: 69-16 |
| 1508 Dickerson Rd., D-4, | (NAME) | Par: 127 |
| Nashville, Tenn. 37207 | (STREET ADDRESS) | 13 DA 62610 |
| (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | |

THIS INSTRUMENT WAS PREPARED BY
Spiller Campbell, Jr., Atty.,
504 Stahlman Bldg.,
211 Union St.,
Nashville, Tenn. 37201
Pho: (615) 244-7631

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

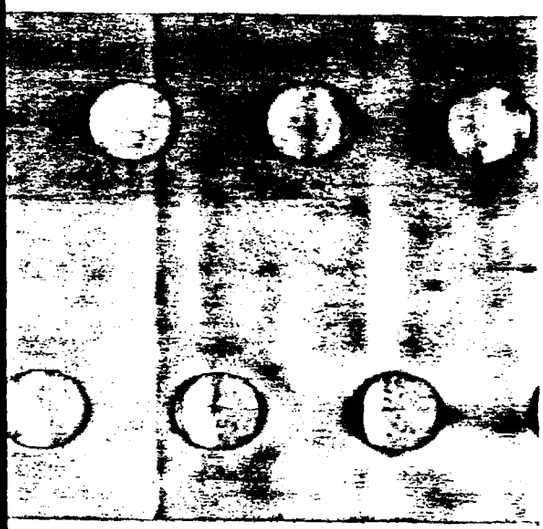
$6,000.00 Spiller Campbell
Affiant

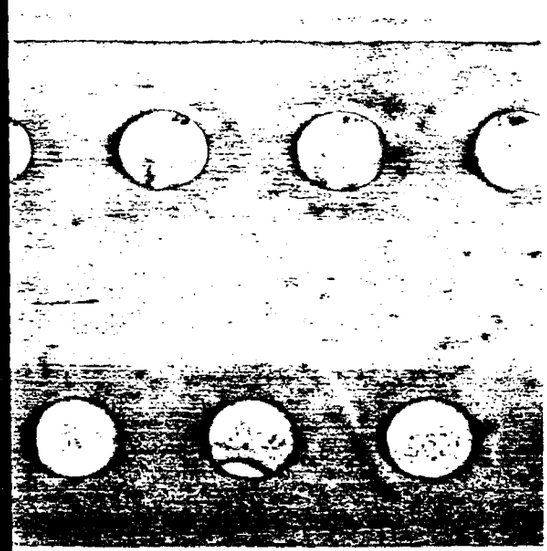
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 8 DAY OF April 1993

B. Edwards
Notary Public

MY COMMISSION EXPIRES: Resp. Atty.

(AFFIX SEAL)





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

RECEIVED OF _____

FOR _____

BOOK 8912 PAGE 549

| | | |
|---|---|---|
| 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 | 6000.00 |
| | | | MAMT | 5500.00 |
| | | | CON TX | 22.20 |
| | | | MOR TX | 4.03 |
| | | | PRFEE | 1.00 |
| | | | TDEED | 16.00 |
| | | | ERR | CO |
| | | | TDEED | 16.00- |
| | | | WDEED | 16.00 |
| | | | TOTAL | 43.23 |
| | | | CHECK | 43.23 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 04/09/93 01:09:08 0001 3906

08235

IDENTIFICATION REFERENCE

APR 9 11 10 AM '93

DAVIDSON COUNTY, TN

No. 638689