PREPARED BY:
HUNTER SHORT, ATTORNEY
2323 21ST AVENUE, SOUTH
SUITE 200
NASHVILLE, TENNESSEE 37212
(615)298-3300

BOOK 9209 PAGE 830

**INSTALLMENT DEED**

| NEW OWNER: | SEND TAX BILLS TO: | MAP & PARCEL NO: |
|---|---|---|
| Howard W. Felton and wife, Evelyn K. Felton<br>3124 Freeman Holland Rd.<br>Goodlettsville Tn 37072 | Same | Map 18-16<br>Parcel 110 |

FOR AND IN CONSIDERATION OF the sum of One Hundred And Thirty-Five Thousand Dollars ($135,000.00) of which Ten Thousand Dollars ($10,000.00) has been paid in cash by the Grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder, the said Grantees have given their notes of even date in the amount of One Hundred And Twenty-Five Thousand Dollars ($125,000.00) payable to Grantor as therein set out; reference is here made to said note for the terms and conditions thereof; and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

I, Nathan Wall, hereinafter called the Grantor, have this day bargained and sold, and do hereby transfer and convey unto Howard W. Felton and wife, Evelyn K. Felton, herein called Grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being the easterly 10 feet of Lot No. 1, all of Lot No. 3 and the westerly 25 feet of Lot No. 4 on the Map of James M. Phipp's Addition to Goodlettsville, as of record in Book 547, Page 151, Register's Office for Davidson County, Tennessee, described together as follows:

BEGINNING at a point in the northerly margin of Reed or Depot Street, said point being 30 feet West of the dividing line between Lots 4 and 5 on said plan; thence with the margin of said Street, westerly 100 feet to a point, which is 10 feet West of the common corner of Lots Nos. 1 and 3 on said plan; thence northerly, parallel to the dividing line between Lots 1 and 3, 136 feet to a point in the southerly line of Lot No. 2; thence with the line between Lots 1 and 2, easterly 10 feet to a point in the westerly line of Lot No. 3; thence with the line between Lots Nos. 2 and 3, northerly 51 feet to a point in the southerly margin of a 10 foot alley; thence with the same, easterly 90 feet to a point, which is 30 feet West of the common corner of Lots Nos. 4 and 5 on said plan' thence southerly, parallel to the line between Lots 4 and 5, 187 feet to the point of beginning.

Being the same property conveyed to Nathan Wall by Special Warranty Deed from Dominion Bank of Middle Tennessee of record in Book 8319, Page 254, Register's Office for Davidson County, Tennessee.

94 JAN -4 PM 3:18
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN

03935
IDENTIF. ↑ REFERENCE

PICK-UP

This conveyance is subject to any and all existing easements and restrictions of record.

Subject to an Alley Right of Way and Sewer Easement to the City of Goodlettsville.

This is improved Property known as 108 Depot Street, Goodlettsville, Tennessee.

The subject property is sold in "as is" condition.

This is commercial property and has never been used by the Grantor as a residence.

The maximum principal indebtedness secured under for Tennessee recording tax purposes is $125,000.00.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees, their 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.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to the said real estate to said Grantees, their 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, the said Grantees herein, do hereby transfer and convey unto Hunter Short, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said Grantees, 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 note 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 and holder of said note, as their interest may appear. We 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 we fail to do either, then the said trustee, or the lawful owner and holder of said note, 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 we, the said Grantees, shall pay the note aforesaid when due, according to its 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 we 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; we fail to reimburse the trustee or lawful owner and holder of said note for all sums, with interest, so expended by said trustee, or lawful owner and holder of said note, within 90 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 note, or any of said note then past due and unpaid,

all remaining unpaid note 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 20 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 courthouse in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, statutory right to redeem property as provided in T.C.A. 66-8-101, 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 conveyance. We agree that the trustee may, at any time after default in the payment of said note, enter and take possession of said property, and shall only account for the net rents actually received by him. We 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.

So long as the indebtedness secured hereunder remains unpaid, then the Grantees shall not convey or transfer any of their right, title or interest in the subject property or contract therefore without the prior written consent of the Grantor and upon any such conveyance or transfer or contract, without Grantor's consent, then the entire principal balance and any accumulated interest on said note shall immediately become due and payable.

In case of sale hereunder, the proceeds will be applied by the trustee as follows:

First: 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.

Second: To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

Third: To the payment of all taxes which may be unpaid on said premises.

Fourth: The residue, if any, will be paid to the Grantees herein, their heirs, 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 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 the said 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.

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 Grantor and Grantees, have hereunto set our hands this 4th 3rd day of January, 1994.

Nathan Wall
Nathan Wall

Howard W. Felton
Howard W. Felton

Evelyn K. Felton
Evelyn K. Felton

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Nathan A. Wall, Howard W. Felton and wife, Evelyn K. Felton, the within named bargainers, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 4th 3rd day of January, 1994.

NOTARY PUBLIC

My Commission expires: 5/25/96

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $135,000.00.

Howard W. Felton
Affiant

Subscribed and sworn before me, this the 3rd day of January, 1994.

NOTARY PUBLIC

My Commission expires: 5/25/96



01/03/94 0101 03CHECK 657.95

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

RECEIVED OF _____

FOR _____

BOOK 9209 PAGE 834

| | | |
|---|---|---|
| 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 135000.00
MAMT 125000.00
CON TX 499.50
MOR TX 141.45
PRFEE 1.00
WDEED 16.00
TOTAL 657.95
CHECK 657.95

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

01/04/94 01 15:18 0001 5762

94 JAN -4 PM 3:18
FELIX Z. WILSON
REGISTER
DAVIDSON COUNTY, TN.

03935
IDENTIF. # REFERENCE

No. 741789