This Form furnished by Attorneys Title Company, Inc.

# INSTALLMENT DEED

Form No. WD-4

**FROM**
JOHN SNEED JONES

**TO**
DONALD W. SUMNER

BOOK 10010 PG 120

For draftsman's use

THIS INSTRUMENT PREPARED BY:

JAMES A. CARNEY
Attorney at Law
905 Stahlman Building
Nashville, TN 37201

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Donald W. Sumner (NAME) | SAME (NAME) | Map 133-1 |
| 1045 W. Greenwood Avenue (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | Parcel 284 |
| Nashville, TN 37206 (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | |

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 39,500.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 9th DAY OF April 1996.

James R Carney
Notary Public

MY COMMISSION EXPIRES: 11-27-1996

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Thirty Nine Thousand Five Hundred And No/00 ($39,500.00) DOLLARS

of which $ 500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed a promissory note of even date in the principal sum of $39,000.00, bearing interest @ $9.00 per annum, payable to the order of John Sneed Jones in monthly installments of $400.00 each, commencing May 10 1996 and continuing monthly for thirty six (36) continuous months, principal reduction payments of $1,500.00 on July 10, 1996 and $1,000.00 on January 10, 1997, with the entire balance due in full on April 10, 1999. Payments include principal and interest. A late charge of $40.00 will be charged and paid on any monthly installments due and not paid on or before ten (10) days after due date,

MAXIMUM PRINCIPAL INDEBTEDNESS
FOR TENNESSEE RECORDING TAX
PURPOSES IS $39,000.00

and providing for payment of attorney's fees, 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,

John Sneed Jones,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Donald W. Sumner,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING Lot No. 276 on the Plan of Sunrise Heights, Section 2, of record in Plat Book 421, page 46, Register's Office, Davidson County, Tennessee.

BEING the same property conveyed to John Sneed Jones by deed from Thomas G. Martin of record in Book 9142, page 754, Register's Office for Davidson County, Tennessee.

0169485
IDENTIF. # REFERENCE

96 APR -9 PM 3:52
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

3489 04/09 0101 03CHECK 197.70

This is unimproved ( ) improved XX property, known as 527 (House Number) Raymond Street (Street) Nashville, TN 37211 (P. O. Address: City or Town) (Postal Zone)

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. 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, our 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 us in hand paid, we, the said grantors herein do hereby transfer and convey unto Bob Herrman, NASHVILLE, TN. 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 grantors 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 $ Ins. Int. 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 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 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 herein, the same to bear interest from the date of such payment. Now, if we, the said grantors, 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 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 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 conveyance. We 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. 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. 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 advise 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 the grantors 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 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 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 grantors and grantees, have hereunto set our hands this the 9th day of April, 19 96.

4-7-96

JOHN SNEED JONES

DONALD W. SUMNER

10010-121

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me the undersigned authority, a Notary Public in and for said County and State, the within named John Sneed Jones and Donald W. Sumner,

the bargainors, 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, Tennessee, this 9th day of April, 19 96.

James A Carney, Notary Public

JAMES A CARNEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Commission expires 11-27-99

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

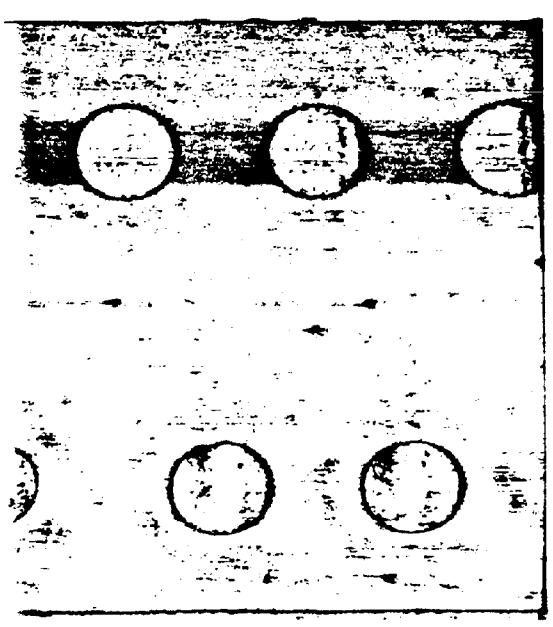
Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged ____self to be _____ of the _____, the within named bargainor, a corporation, and that ____he as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by _____self as _____.

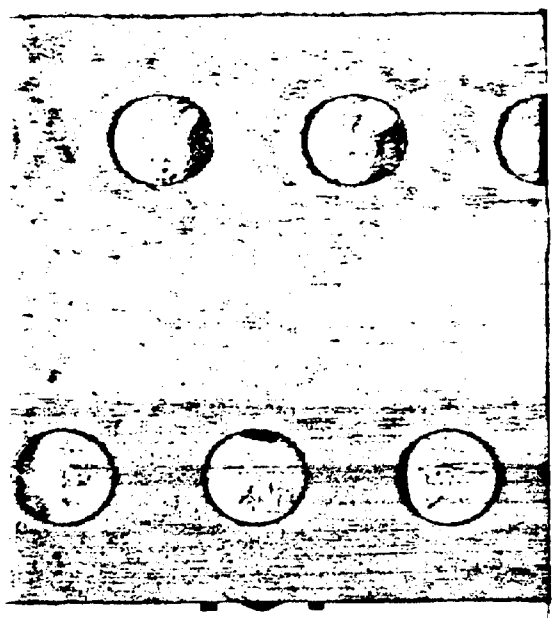
Witness my hand and seal, at office in _____, this _____ day of _____, 19____.

_____ Notary Public

Commission expires _____

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





**OFFICIAL RECEIPT**

**FELIX Z. WILSON, II**

**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

RECEIVED OF _____

FOR _____

Prep 10010 PG 122

| | | |
|---|---|---|
| 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 39500.00
MAMT 39000.00
CON TX 146.15
MOR TX 42.55
PRFEE 1.00
WDEED 8.00
TOTAL 197.70
CHECK 197.70

04/09/96 01 15:52 0001 8489

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

0169485
IDENTIF. ↑ REFERENCE

96 APR -9 PM 3:52
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

**No.** 1026473