THIS INSTRUMENT PREPARED BY: Gail P. Pigg, Attorney
219 2nd Avenue, North
First Floor Suite
Nashville, TN 37201

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Pleas N. Dowell, Jr., et ux	SAME	Map 32-14
(NAME:) 1413 Bellavista Boulevard	(NAME:)	Parcel 3
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37207	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Eighty Five Thousand ($185,000.00) ---------- *Dollars,*

of which Fifteen Thousand ($15,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder One Hundred Seventy Thousand ($170,000.00) ---------- *Dollars,*

Pleas N. Dowell, Jr. and wife, Peggy P. Dowell ---------- *ha*ve *executed*

their joint promissory note, bearing interest on the unpaid principal balance of nine (9%) percent per annum with principal and interest payments due on the 27th day of each month in equal installments of $1,367.86, with the entire principal balance plus all accrued interest due on or before November 27, 2001. The first said payment shall be due December 27, 1996. Said Note is incorporated herein by reference. Simultaneously with each monthly payment of principal and interest, Dowells shall also pay 1/12th the annual amount of taxes and insurance. Said amount being $150.00 per month for the first year.

MAXIMUM PRINCIPAL INDEBTEDNESS
FOR TENNESSEE RECORDING TAX PURPOSES IS: $170,000.00

BOOK 10277 PG 433

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, Charles F. Toney and wife, Allie B. Toney ---------- *have this day bargained and sold, and do hereby transfer and convey unto the said* Pleas N. Dowell, Jr., and wife, Peggy P. Dowell ---------- their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being Lot No. 18 on the Plan of Grande Villa, Section One, as of record in Book 4675, page 30, Register's Office for said County. Said Lot No. 18 fronts 125.71 feet on the southerly side of Bellavista Boulevard, and extends back 304.93 feet on the easterly line and 336.97 feet on the westerly line, to a line in the rear on which it measures 171.0 fees.

BEING the same property conveyed to Charles F. Toney and wife, Allie B. Toney, by deed of record in Book 4900, page 721, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 185,000.00

Subscribed and sworn to before me, this the 27th day of November 19 96

Affiant

My commission expires: 7-24-99

(Affix Seal)

Notary Public

PLEAS N. DOWELL, JR. AND WIFE, PEGGY P. DOWELL, assign to **Charles F. Toney and wife, Allie B. Toney,** all rentals from the above premises from and after default in the terms of this instrument. Until a default occurs, all rentals shall be the property of **PLEAS N. DOWELL, JR., AND WIFE, PEGGY P. DOWELL,** thereafter they shall be the property of **Charles F. Toney and wife, Allie B. Toney.**

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A penalty of five (5%) percent of the total amount of the monthly payment shall be due with any payment received by the Holder of the Note secured by this instrument after the tenth (10th) day of each month.

Failure to keep the property in good repair and maintenance; failure to keep the property insured, as herein provided, and to furnish holder a paid receipt and certificate of coverage at least annually; failure to pay taxes or assessments when due; failure to pay the monthly maintenance fees and assessments as called for in the condominium documents and failure to pay any installment when due will constitute a breach of the terms of this document and all sums due hereunder shall become immediately due and payable.

In the event note holder must pay any assessments, taxes, repairs or insurance premiums to protect his interest hereunder, said amount so expended shall be added to the principal balance and bear interest as specified in the note. The making of any payment by the holder on behalf of the Grantees shall not constitute a waiver of holder's right to accelerate hereunder.

In the event this property is sold, transferred or conveyed, the aforesaid note will become immediately due and payable at the option of the holder. In the event holder consents to an assumption, said consent, to be effective, must be in writing.

Anything herein notwithstanding, a monthly payment of 1/12th the amount of the annual property taxes and insurance shall be paid to note holder simultaneously with the monthly payments of principal and interest. Said amount shall be adjusted as the taxes and insurance increase or decrease. Holder shall not pay interest on this escrowed amount for payment of taxes and insurance.

unimproved ( ) This is improved (XX) property, known as 1413 Bellavista Boulevard, Nashville, TN 37207-1003
(House Number) (Street) 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 Pleas N. Dowell, Jr., and wife, Peggy P. Dowell ---------- *(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.*

1996 taxes; Plan of record in Book 4675, page 30, Register's Office for Davidson County, Tennessee; Restrictions filed of record in Book 4750, page 533, said Register's Office

we *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Pleas N. Dowell, Jr., and wife, Peggy P. Dowell ---------- *(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 Pleas N. Dowell, Jr., and wife, Peggy P. Dowell ---------- *hereinafter referred to as trustors, hereby transfer and convey unto* Gail P. Pigg, 219 2nd Avenue, North Nashville, TN 37201 *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 $170,000.00 *, 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

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable 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 % *percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.* 12%

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 is expressly waived.

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. BOOK 10277 PG 435

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 27th *day of* November, *19* 96.

0251763
IDENTIF. ↑ REFERENCE

96 DEC -3 AM 9:15
PEELIA A. HILSMAN REGISTER
DAVIDSON COUNTY, TN.

Pleas N. Dowell Jr.
PLEAS N. DOWELL, JR.
Peggy P. Dowell
PEGGY P. DOWELL

Charles F. Toney
CHARLES F. TONEY
Allie B. Toney
ALLIE B. TONEY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Pleas N. Dowell, Jr., and wife, Peggy P. Dowell

*the within named bargainor*s, *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 Nashville, *Tennessee, this* 27th *day of* November, *19* 96.

Notary Public

Commission expires 7-24-99

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

BOOK 10277 PG 436

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Charles F. Toney and wife, Allie B. Toney

*the within named bargainor*s, *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 Nashville, Tennessee, *this* 27th *day of* November, *19* 96.

Notary Public

Commission expires 7-24-99

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, 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 .....

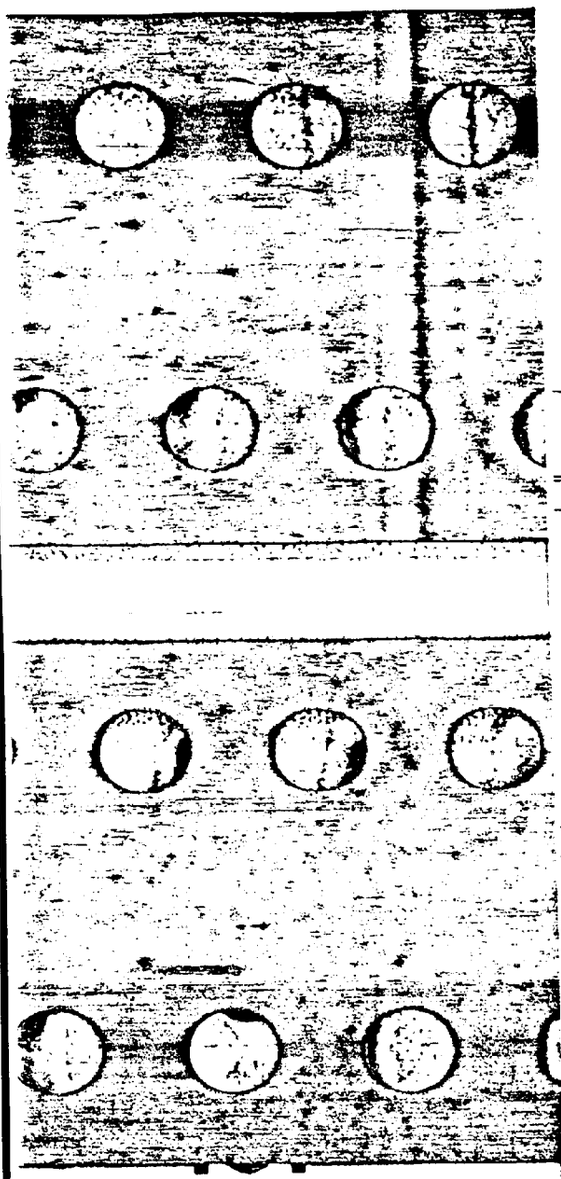
1014 12/03 0101 03CHECK 894.70

INSTALLMENT DEED

FROM
CHARLES F. TONEY, ET UX

TO
PLEAS N. DOWELL, JR., ET UX

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 10277 PG 437

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	185000.00
			MAMT	170000.00
			CON TX	684.50
			MOR TX	193.20
			PRFEE	1.00
			WDEED	16.00
			TOTAL	894.70
			CHECK	894.70

12/03/96 01 09:14 0001 1014

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0251763
IDENTIF. ↑ REFERENCE

96 DEC -3 AM 9:15
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1093685