THIS INSTRUMENT PREPARED BY
Robert L. Dozier
First American Ctr., Suite 1215
Nashville, TN 37238-0002
(615) 242-2525

BOOK 10843 PG 94

INSTALLMENT DEED

Address new owners:
Verchal Mellard, et ux
1929 Greenwood Avenue
Nashville, TN 37206

Send tax bills to:
SAME

Map parcel number
Map 83-2, Parcel 261

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED TWENTY THOUSAND ($120,000.00) Dollars, of which SIX THOUSAND ($6,000.00) Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED FOURTEEN THOUSAND ($114,000.00) Dollars, VERCHAL MELLARD and wife, SHARON H. MELLARD have executed their note of even date, payable to the order of CHARLES T. WEHBY and wife, SALLY J. WEHBY, in the principal sum of $114,000.00 plus interest thereon at the rate as called for and set out in said note, to which reference is hereby made for a complete description of the terms and conditions thereof, and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, together with any extension or modification of said indebtedness, and attorney fees, a lien is expressly retained on the land herein conveyed.

THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $114,000.00.

We, CHARLES T. WEHBY and wife, SALLY J. WEHBY have this day bargained and sold, and do hereby transfer and convey unto the said VERCHAL MELLARD and wife, SHARON H. MELLARD, the Grantees herein, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows.

Being part of Lot No. 16 on the Plan of Brownsville, as of record in Book 21, Page 9, Register's Office for said County, being the southerly 300 feet of Lot No. 1 and the easterly 33 feet of the southerly 300 feet of Lot No. 2 on the plan of the subdivision of Lots Nos. 16 and 17 in said plan of Brownsville, not of record, described as follows:

Beginning at the northwest corner of Greenwood Avenue, formerly Weakley Street, and Scott Avenue; thence with the northerly margin of Greenwood Avenue, westwardly 155 feet; thence northerly and parallel with Scott Avenue 300 feet; thence easterly 155 feet to the westerly margin of said Scott Avenue; thence with said margin of Scott Avenue, southerly 300 feet to the point of beginning.

Being the same property conveyed to Charles T. Wehby and wife, Sally J. Wehby, by deed from George R. Gillespie, Jr. et al, of record in Book 3803, Page 943, Register's Office for Davidson County, Tennessee.

THE FOREGOING DESCRIPTION IS THE SAME AS IN THE PREVIOUS DEED NOTED.

This is improved property, known as 1929 Greenwood Avenue, Nashville, Tn. 37206.

TO HAVE AND TO HOLD 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 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 indebtedness and 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 Grantees hereinafter referred to as trustors, hereby transfer and convey unto ROBERT L. DOZIER, 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 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 payable by trustors upon demand of the trustee or the 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.

IT IS THE EXPRESS INTENT AND UNDERSTANDING OF THE PARTIES TO THIS INSTRUMENT THAT THE SECURITY INTEREST GRANTED BY THIS INSTRUMENT SHALL SPECIFICALLY SECURE ANY FUTURE EXTENSION, RENEWAL OR MODIFICATION OF THE ORIGINAL INDEBTEDNESS SECURED BY THIS INSTRUMENT.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, pay the taxes on said property, keep up repairs, keep said premises insured, pay any and all other sums when due, as aforesaid and comply with all of the terms and conditions of this instrument and the note secured hereby, 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, or 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, or fail to comply with all of the terms and conditions of this instrument or the note secured thereby, then 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, the statutory right of redemption provided by T.C.A. 66-8-101 et seq., or an amendment thereto, homestead, dower, statutory right to elective shares or rights of any spouse, 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 or holder of the indebtedness 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;

1st. To the payment of all cost, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice regarding 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named 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.

IN WITNESS WHEREOF, we, the said Charles T. Wehby and wife, Sally J. Wehby and Verchal Mellard and wife, Sharon H. Mellard hereunto set our hands at Nashville, Tennessee, this the 18th day of March, 1998.

Charles T. Wehby
CHARLES T. WEHBY, Seller

Verchal Mellard
VERCHAL MELLARD, Buyer

Sally J. Wehby
SALLY J. WEHBY, Seller

Sharon H. Mellard
SHARON H. MELLARD, Buyer

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Robert L. Dozier, a Notary Public in and for said County and State, the within named Charles T. Wehby and wife, Sally J. Wehby, Verchal Mellard and wife, Sharon H. Mellard, 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 seal, at Nashville, Tennessee, this 18th day of March, 1998.

Robert L. Dozier
Notary Public

My Commission Expires : 11/27/99

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $120,000.00

Subscribed and sworn to before me, this the 18th day of March, 1998.

Verchal Mellard
Affiant

Robert L. Dozier
Notary Public

My Commission Expires: 11/27/99

7356 03/18 0101 03CHECK 589.80

04136 17
IDENTIF. & REFERENCE

98 MAR 18 PM 12:09
FELIX Z. ... REGISTER
DAVIDSON COUNTY, TN.

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

RECEIVED OF _____

FOR _____

BOOK 10843 PG 98

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 120000.00
MAMT 114000.00
CON TX 444.00
MOR TX 128.80
PRFEE 1.00
WDEED 16.00
TOTAL 589.80
CHECK 589.80

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

03/18/98 01 12:08 0001 7356

98 MAR 18 PM 12:09

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

04136 17
IDENTIF. ↑ REFERENCE

No. 1267710