Instr:200001030000674 Page: 1 OF 5
REC'D FOR REC 01/03/2000 5:01:30PM
RECORD FEE: $23.00
M. TAX: $60.95 T. TAX: $203.50

PREPARED FROM INFORMATION
SUPPLIED BY THE PARTIES
NO TITLE SEARCH REQUESTED
OR PERFORMED

This Instrument Prepared By: mail

BOTTORFF, KAVIN & COOK, PLC
155 Franklin Road, Suite 120
Brentwood, Tennessee 37027
(615) 371-0800

INSTALLMENT DEED

Address New Owner:	Send Tax Bills to:	Map/Parcel:
Sonya Harper 2935 Ned Shelton Road Nashville, Tennessee 37217	Owner	Map 135 Parcel 190

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration or value, whichever is greater, for this transfer is $55,000.00.

The maximum principal indebtedness for Tennessee recording tax purposes is $55,000.00.

Chris W. Harper
Affiant

Sworn to and subscribed before me this 21st day of December, 1999.

R. Frangene Kavin
Notary Public

My Commission Expires: 12/18/2000

NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY TENN

****

FOR AND IN CONSIDERATION of the sum of FIFTY-FIVE THOUSAND and 00/100 Dollars ($55,000.00) paid in cash or otherwise provided for in a promissory note, the receipt of which is hereby acknowledged, **SONYA HARPER,** the Grantee herein, and her husband, **CHRIS HARPER**, have executed an Installment Deed Note payable to **R. HOLT, L.P., a Tennessee limited partnership,** the Grantor herein, in said amount, of even date herewith, due and payable according to its terms and assumable only upon permission of the holder thereof; 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, and, therefore, **R. HOLT, L.P., a Tennessee limited partnership,** has this day bargained and sold, and does hereby transfer and convey unto the said **SONYA HARPER,** her heirs, successors and assigns, certain real estate in Davidson County, Tennessee, described as follows:

TRACT NO. 1: Land in the Second Civil District of Davidson County, Tennessee, described as follows: Boundary on the south by the John T. Wallace property. Boundary on the west by Hall & Gardner. Boundary on the north by W. O. McClendon; and on the east by Ned Shelton Road. BEGINNING at a point in the southeast corner of said property, the west margin of Ned Shelton Road, the same being the northeast corner of land owned by John T. Wallace, and running thence with his line west 420 feet, more or less, to a point; thence north 174 feet, more or less, to a point; thence east 420 feet more or less, to a point in the west margin of said Ned Shelton Road; thence south with the west margin of Ned Shelton Road 174 feet, more or less, to the point of beginning.

TRACT NO. 2: A tract or parcel of land in the 2nd Civil District of Davidson County, Tennessee, described as follows: BEGINNING at a point in the westerly margin of Ned Shelton Road at a common corner with property of Cline W. Sharber and wife, as conveyed to them by deed of record in Book 4338, page 779, Register's Office for Davidson County, Tennessee; thence westerly with line of Sharber 420 feet, more or less, to a point; thence northerly with line of Hall and Gardner 141 feet, more or less, to a point at corner with Ross; thence easterly with line of

Ross 420 feet, more or less, to a point in the westerly margin of Ned Shelton Road; thence southerly with Ned Shelton Road 141 feet more or less, to the point of beginning. (Description from prior deed)

Being the same property conveyed to Harris H. Williams by Quitclaim Deed from Rebecca W. Williams of record in Book 7014, page 306, Register's Office, Davidson County, Tennessee; and further being the same property conveyed to Harris H. Williams and wife, Rebecca W. Williams by deed from Secretary of Housing and Urban Development of record in Book 6029, page 159, Register's Office, Davidson County, Tennessee.

Also being the same property conveyed to Harris H. Williams and wife, Rebecca W. Williams by Quitclaim Deed from Harris H. Williams of record in Book 10282, page 690, Register's Office, Davidson County, Tennessee; and further being the same property conveyed to R. Holt, L.P., a Tennessee limited partnership, by quitclaim deed from Harris H. Williams and wife, Rebecca W. Williams of record in Book 10282, page 692, Register's Office, Davidson County, Tennessee.

This conveyance is made subject to:

1. Real property taxes for 2000 and subsequent years.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their successors and assigns forever. The Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered except for those matters hereinabove stated.

The Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said real estate to said Grantees, their heirs, successors 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 **SONYA HARPER AND HUSBAND, CHRIS HARPER** hereinafter referred to as Trustors, hereby transfer and convey unto R. FRANCENE KAVIN of Williamson County, Tennessee, Trustee, her successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging to the said Trustors upon the following uses and trusts:

Trustors agrees 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 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 **R. HOLT, L.P.** or its successors and assigns for the benefit of the lawful owner or holder of said indebtedness as its 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 her 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 interest at the rate of ten percent (10%) from the date of payment and shall be and become a part of the indebtedness secured hereby.

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 (30) days from date of such demand for 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 her successor in trust, is hereby authorized and empowered, upon giving twenty (20) days' notice by three (3) 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, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee, or her successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Lender 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 her. 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 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.

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 her 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.

CHRIS HARPER, SPOUSE OF SONYA HARPER, JOINS IN THE EXECUTION OF THIS INSTALLMENT DEED FOR THE PURPOSE OF CONVEYING ANY MARITAL INTEREST HE MAY HAVE IN AND TO SUBJECT REAL ESTATE.

Witness our hands this 21st day of December, 1999.

GRANTOR:

R. HOLT, L.P.

BY: Rebecca W. Williams
REBECCA WILLIAMS,
GENERAL PARTNER

BY: Phillip N. Williams
PHILLIP N. WILLIAMS,
GENERAL PARTNER

BY: Harris H. Williams by Rebecca W. Williams
HARRIS WILLIAMS,
GENERAL PARTNER,
by Rebecca Williams,
attorney-in-fact by power of attorney of record in Book 11714, page 417, Register's Office, Davidson County, TN.

BY: Julia W. Mendl
JULIA W. MENDL,
GENERAL PARTNER

GRANTEE:

Sonya Harper
SONYA HARPER

Chris H. Harper
CHRIS HARPER

STATE OF TENNESSEE
COUNTY OF ~~WILLIAMSON~~ Davidson

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, REBECCA WILLIAMS to me known or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged that she is a general partner of R. Holt, L.P., a Tennessee limited partnership, the within named bargainor, and she acknowledged that she as such general partner, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the general partnership by herself as general partner.

WITNESS my hand and seal this 20th day of December, 1999.

Notary Public

My Commission Expires: My Commission Expires JULY 26, 2003

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, the undersigned, a Notary Public for the State and County aforesaid, personally appeared Rebecca W. Williams, to me known or proved to me on the basis of satisfactory evidence and who acknowledged that she executed the foregoing instrument on behalf of Harris H. Williams, and acknowledged that it was executed as the free act and deed of the said Harris H. Williams.

Witness my hand and seal this 20th day of December, 1999.

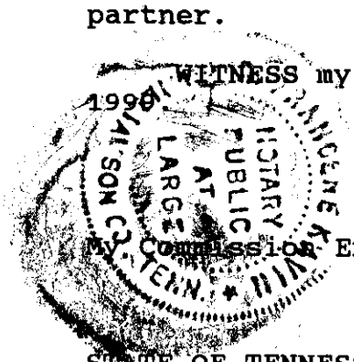
Notary Public

My Commission Expires: ~~My Commission Expires~~ JULY 26, 2003

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, PHILLIP N. WILLIAMS, to me known or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged that he is a general partner of R. Holt, L.P., a Tennessee limited partnership, the within named bargainor, and he acknowledged that he as such general partner, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the general partnership by himself as general partner.

WITNESS my hand and seal this 17th day of December, 1999.



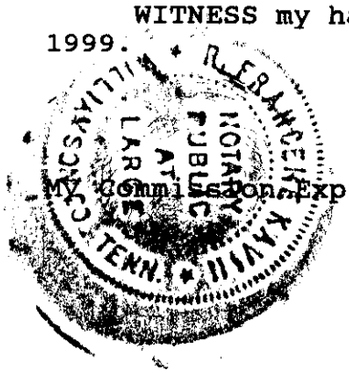
Notary Public

My Commission Expires: 12/18/2000

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, JULIA W. MENDL, to me known or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged that she is a general partner of R. Holt, L.P., a Tennessee limited partnership, the within named bargainor, and she acknowledged that she as such general partner, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the general partnership by himself as general partner.

WITNESS my hand and seal this 17th day of December, 1999.



Notary Public

My Commission Expires: 12/18/2000

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, SONYA HARPER AND HUSBAND, CHRIS HARPER, who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this 21st day of December, 1999.



Notary Public

My Commission Expires: 12/18/2000