Prepared by:
Historic German Town
1326 Eighth Avenue North
Nashville, Tennessee 37208-2502

Map-Parcel Numbers:
082-7
139
20W19500

Davidson County DEEDINST
Recvd: 01/15/03 12:52 2pgs
Fees:13.00 Taxes:628.20
20030115-0006392

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF FIVE THOUSAND DOLLARS PAID, the receipt of which is acknowledged, and the other consideration hereinafter mentioned,_SANDRA PERRY, hereinafter referred to as GRANTOR, has this day bargained and sold, and does hereby transfer and convey to GEORGE H. THOMPSON, III
a resident of Davidson County, Tennessee, and his successors in trust, certain property in the State of Tennessee, Davidson County, described as follows, to wit:

BEING Land in the first Civil District of Davidson County, Tennessee, In the City of Nashville, and described as follows:

BEGINNING at the northeast corner of Meridian and Arrington Streets; thence with the easterly margin of Meridian Street, northerly 18 feet 8 inches, more or less, thence easterly parallel with Arrington Street 165 feet, more or less, to the westerly margin of an alley; thence with said alley, southerly 38 of an alley; thence westerly with the northerly margin of said street, 165 feet, more of less, to the beginning.

BEING the same property conveyed to **SANDRA PERRY** by Quitclaim Deed of Record as Instrument # 2000108-0103, Register's Office for Davidson County, Tennessee. This is improved property known as 305 Arrington Street and also 815 Meridian.

TO HAVE AND TO HOLD said property to the said GEORGE H. THOMPSON, III, Trustee, and his successor in trust, forever does covenant that he is lawfully seized of the said property, has good right to convey it, and that the same is unencumbered.

GRANTOR does further covenant and bind herself, her heirs and representatives, to warrant and defend the title to the said GEORGE H. THOMPSON, III Trustee, hereinafter referred to as TRUSTEE, and his successor in trust, and his assigns, forever, against the lawful claims of all persons. For the benefit of JARROD L. HOWSE.

BUT this conveyance is made in trust for the following uses and trusts, and for no other purpose, to wit:

TO SECURE A DEED OF TRUST NOTE OF EVEN DATE PAYABLE TO SANDRA PERRY IN THE PRINCIPAL AMOUNT OF $130,000.00 DOLLARS PAYABLE ON OR BEFORE FEBRUARY 28, 2042, WITH INTEREST AT 7%.

GRANTOR 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 the maximum insurable value of the property, until the indebtedness herein secured is fully paid, to maintain the property and all buildings now on, or to be hereafter erected on said property in good repair and to pay all taxes and assessments thereon, general or special, and to pay them when due.

NOW, if GRANTOR 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 interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided 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 equity of redemption, statutory right of redemption, homestead and all other exemptions and rights 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 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 hereof, 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:

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee:

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee:

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 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 the Grantors, their order, representatives or assigns.

IN the event of a sale of said property under and by virtue of this trust, the said Grantor and all persons holding under him shall be and become the tenants at will of the purchaser of the same, from and after the execution and delivery of a deed to such purchaser, and tenancy to be determined at the option of said purchaser upon five days' written notice.

THIS instrument shall be governed by the laws of the State of Tennessee and any provisions considered to be unconscionable shall not void the entire instrument but only that provision deemed unconscionable.

IT is further agreed that the said Trustee, or her successors, may execute the power of sale herein and other powers and rights without giving bond or taking oath.

WITNESS my hand this 9th day of January, 2003.

JARROD L. HOWSE

SANDRA PERRY

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **JARROD L. HOWSE and SANDRA PERRY,** bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, this 9th day of January, 2003.

NOTARY PUBLIC

My Commission Expires: 10/25/03

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater for this transfer is $130,000.00

NOTARY PUBLIC

My Commission Expires: 10/25/03