THIS INSTRUMENT PREPARED BY:
Gail P. Pigg, Attorney
219 Second Avenue, North
First Floor Suite
Nashville, Tennessee 37201

OWNER(S) ADDRESS AS FOLLOWS:	SEND TAX BILLS TO:	MAP & PARCEL NO.
Joseph J. Donahue	same	Map: 119-14-A
2929 Selena Dr Unit 79		Parcel: 79
Nashville, Tennessee ~~37204~~ 37211		

Davidson County DEEDINST
Recvd: 10/07/08 16:08 4 pgs
Fees:23.00 Taxes:274.15

20081007-0101847

INSTALLMENT DEED

Maximum Indebtedness for Tennessee recording tax purposes is $57,000.00.

FOR AND IN CONSIDERATION of the sum of $57,000.00 Dollars of which $ .00/100 Dollars has been paid in cash by the grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder, to be evidenced by a promissory note for $57,000.00 (the "Note"), accruing interest at the rate of seven percent (7%) per annum, the said grantee will pay $512.35, to grantor beginning on the 1st day of November 2008, and monthly payments in the same amount on the 1st day of each month until the 1st day of October, 2023 at which time the entire principal balance and all accrued interest shall be fully paid.

NOW, THEREFORE,

THOMAS G. SMITH, RIETTA SMITH AND DANIE VAN NIEKERK, AS JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP

hereinafter called the grantor, has this day bargained and sold, and does hereby transfer and convey unto

JOSEPH J. DONAHUE, AN UNMARRIED MAN

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

Unit No. 79, as shown on the site Plan of Kingswood Condominiums of record in Book 5200, page 520, Register's Office for Davidson County, Tennessee, together with the individual percentage interest in the common elements appurtenant to said units, as set forth in Exhibit "C" of the Master Deed, as amended, establishing Kingswood Condominiums of record in Book 6058, page 320, said Register's Office.

Being the same property conveyed to Thomas G. Smith, Rietta Smith and Danie Van Niekerk, as Joint Tenants with the Right of Survivorship by deed of record in Instrument No. 20050114-0005366, Register's Office for Davidson County, Tennessee.

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. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered except by 1) 2008 taxes.

I further covenant and bind myself, my 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 note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said note, as it matures, as hereinafter provided, and for the consideration of one dollar, to me in hand paid, we the said grantee herein do hereby transfer and convey unto Gail P. Pigg, 219 Second Avenune North, First Floor, Nashville, TN 37201, Trustee, her successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for

the purposes aforesaid, only. We 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 $ 57,000.00 until said note 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 and holder of said note, as his interest may appear. I further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments for the property, 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 note, 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 therein, the same to bear interest from the date of such payment. Now, if we shall pay the note aforesaid when due, according to its 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 said note 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 note for all sums with interest, so expended by said Trustee, within thirty (30) 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 note, all remaining sums of said note 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 (20) 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, homestead, dower, statutory or elective rights, 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 such note, enter and take possession of said property. 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 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 sums 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 grantee herein, their heirs, representatives or assigns.

In the event the property described above is sold, transferred or conveyed, without consent of Holder, a default shall have occurred in the terms of this Installment Deed and the Note which it secures.

Any breach of the Master Deed, and Rules and Regulations for Kingswood Condominiums as well as failure to pay any maintenance fee constitutes a breach of this Installment Deed for which foreclosure shall occur.

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, or for any other reason, the lawful owner and holder of said 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 his 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 grantee, have hereunto set our hands this 1st day of October, 2008.

GRANTORS:

By: _____
Thomas G. Smith

_____
Rietta Smith

_____
Danie Van Niekerk,

GRANTEE:

By: _____
Joseph J. Donahue

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a notary public, in and for said County and State, Thomas G. Smith and Rietta Smith, the within named bargainorS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and, who, upon oath, acknowledged that they executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal at office in Nashville, Tennessee, this 1st day of October, 2008.

_____
NOTARY PUBLIC

My commission expires: May 8, 2012

GAIL PIGG STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. My Commission Expires MAY 8, 2012

STATE OF ~~TENNESSEE~~ Florida
COUNTY OF Lee

Personally appeared before me, the undersigned, a notary public, in and for said County and State, Danie Van Niekerk, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and, who, upon oath, acknowledged that he executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal at office in Nashville, Tennessee, this 25 day of Sept, 2008.

_____
NOTARY PUBLIC

My commission expires:

LISA M. CARROLL
MY COMMISSION # DD 468502
~~EXPIRES: September 8, 2009~~
Bonded Thru Notary Public Underwriters

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, the undersigned, a notary public, in and for said County and State, JOSEPH J. DONAHUE, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and, who, upon oath, acknowledged that they executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal at office in Nashville, Tennessee, this 1st day of October, 2008.

_____
NOTARY PUBLIC

My commission expires: May 8, 2012

GAIL PIGG STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. My Commission Expires MAY 8, 2012

GAIL PIGG STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. My Commission Expires MAY 8, 2012

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration for this transfer or value of property (whichever is greater) is $ 57,000.00 .

Joseph J. Donahue

Sworn to and subscribed before me this 1st day of October, 2008.

Gail Pigg
NOTARY PUBLIC

My commission expires: May 8, 2012.

GAIL PIGG
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 8, 2012