"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 85,000.00 .

INSTALLMENT DEED

New Owner: Rolando Lopez
104 Desoto Drive
Nashville, TN 37210

Send tax bills to: Walter S. Clark
747 Greymont Drive
Nashville, TN 37217

Map and parcel Numbers: 119-3 #9

PICK-UP

STATE OF TENNESSEE)
COUNTY OF DVIDSON)

The actual consideration, or value, whichever is greater for this transfer is $95,000.

Affiant

THIS INSTRUMENT PRPARED BY: Dinah L. Clark
Attorney at Law
P.O. Box 96
Columbia, TN 38402

Subscribed and sworn to before me this 25th day of August 2009.

NOTARY PUBLIC

My commission expires: 11/07/2012

TOM R. SMITH STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

BILL GARRETT, Davidson County
Trans:T20090058538 DEEDINST
Recvd: 08/26/09 13:26 4 pgs
Fees:23.00 Taxes:446.95
20090826-0080353

FOR AND IN CONSIDERATION OF NINETY **FIVE THOUSAND AND NO/100 DOLLARS (95,000.00)** of which TEN **THOUSAND AND NO/100 DOLLARS ($10,000.00)**, has been paid in cash receipt of which is hereby acknowledged, and for the remainder **EIGHTY FIVE THOUSAND AND NO/100 DOLLARS ($85,000.00), ROLANDO M. LOPEZ** has executed an installment deed note in the principal amount of **$85,000.00** payable to the order of **WALTER S. CLARK**. Said note being payable in 240 equal monthly installments of **$608.98** each, with the first installment of being due and payable on the first day of August, 2005 and thereafter on the same day of each succeeding month a like amount is due and payable until the entire amount, both principal and interest have been paid in full. Said note bears interest at the rate of 6% per annum and interest is included in said installments. In addition to the said principal and interest installments, buyer promises to pay to the seller, in escrow, an amount equal to $1/12^{th}$ of the annual cost of insurance and taxes, which the seller will pay from such escrow funds and providing payment of attorney's fees and to secure the payment of said indebtedness, principal, interest, escrow payments and attorney's fees, a lien is expressly retained on the land hereby conveyed.

I, **WALTER S. CLARK**, have this day bargained and sold, and hereby transfers and convey unto said **ROLANDO M. LOPEZ**, his heirs and assigns, subject to covenants and restrictions of record and matters an accurate survey would reveal that certain tract or parcel of land in Davidson County, Tennessee, described as follows:

BEING lot number 21 on the Plan of Mertie Milwee Subdivision, as of record in Book 2331, page 117, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete and accurate legal description.

BEING the same property conveyed to Walter S. Clark and wife Shirley M. Clark by deed from Federal National Mortgage Association by deed, of record in Book 8666, page 417, Register's Office for Davidson County, Tennessee. The said Shirley M. Clark having died March 27, 2000 resulting in sole ownership in Walter S. Clark as surviving spouse in this tenancy by the entireties.

This is improved property; know as 104 Desoto Drive, Nashville, Tennessee 37210.

TO HAVE AND TO HOLD said tract or parcel of land together with the appurtenances, estate, title and interest thereto belonging, unto the said grantee, **ROLANDO M. LOPEZ**, his 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 in unencumbered. I further covenant and bind myself, my heirs and representatives to warrant and forever defend the title to said real estate to said ROLANDO M. LOPEZ, his 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 non-payment of said indebtedness and installments thereof, as hereinafter provided, and for consideration of one dollar paid in cash, the receipt of which is acknowledged, the said ROLAND M. LOPEZ, hereinafter referred to as trustor, hereby transfers and convey unto RANDOLPH MOSS, Trustee, his successors and assigns, the real estate heretofore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustor 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 a sum of $85,000.00. or at least the maximum insurable value, until the indebtedness hereby 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.

Trustor further agrees 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 hereafter be placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep improvements on said property in good repair and preservation, and in case the trustee or his successor 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 the trustor upon demand of the trustee or the lawful owner and 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 amount so paid shall bear six percent (6%) interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustor shall pay the indebtedness 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 of 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 any other sums when due, or herein provided, trustor fails to reimburse the trustee or lawful owner or holder of said indebtedness for all sums with interest, so expended by said trustee or lawful owner and holder of indebtedness, within thirty days from 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 of 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 to the purchaser. The creditor may bid at any sale under this trust conveyance. The trustee, at any time after default in the payment of any of said indebtedness, may 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 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 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 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 all sums expended in the protection of said property, as herein authorized;

4th The residue, if any, will be paid to trustor, his order, representatives or assigns.

In the 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 indebtedness is represented by, then at the first maturing unpaid note, or upon his refusal or failure to do so, then the holder 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 the successor.

WITNESS our hands this 25 day of August 2009:

ROLANDO M. LOPEZ

WALTER S. CLARK

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Walter S. Clark & Rolando M. Lopez a Notary Public in and for said County and State, Walter S. Clark and Rolando M. López, the within named bargainors, 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 in Nashville, Tennessee this 25th day of August, 2009.

My Commission expires: 11/07/2012

NOTARY PUBLIC

TOM R. SMITH STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

We, Walter B. Clark and Dinah L. Clark, hereby acknowledge that we are the only surviving children of Walter S. Clark. We further make oath that we are attorneys in fact under a durable power of attorney executed by Walter S. Clark. At the time of executing this Installment Deed, it is unclear to us if our father is of sound mind. We are aware that our father originally prepared this Installment Deed four years ago at which time he was of sound mind, however, that deed was inadvertently lost before it was recorded and possibly before it was executed. We are executing this Installment Deed to confirm that we are aware that it is our father's intent to complete this transaction. At the time of execution, some $29,840.00 has been paid in addition to the original $10,000.00 down payment since this contract was initiated in August, 2005.

WALTER B. CLARK

DINAH L. CLARK

SWORN to and subscribed before me
This 25th day of August, 2009

NOTARY PUBLIC
My commission expires: 11/07/2012

TOM R. SMITH STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.