This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM Oliver H Dale

TO Betty S. Maples and Robert L. Dowdle

For draftsman's use

Instrument Drawn by
Oliver H. Dale
208 W. Due W. Ave.
Unit 310
Madison Tn. 37115

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Betty S. Maples (NAME)	Robert L. Dowdle (NAME)	Map 044-03-0
4100 Cecil Court (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 018.00
Nashville Tn. 37207 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

BILL GARRETT, Davidson County
Trans:T20100064085 DEEDINST
Recvd: 10/08/10 13:25 2 pgs
Fees:13.00 Taxes:824.77
20101008-0081046

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $162,900.00.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER. FOR THIS TRANSFER IS

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS
$ 172,900.00
Affiant Oliver H. Dale

THIS THE ___ 19___.

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 8 DAY OF Oct. 2010
Abby Duncan
Deputy Register

FOR AND IN CONSIDERATION OF the sum of ($172,900.00) One Hundred Seventy Two Thousand Nine Hundred DOLLARS of which $10,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed an Installment Note, in the amount of One Hundred Sixty Two Thousand Nine Hundred Dollars ($162,900.00), To be in Monthly Installments of Nine Hundred Seventy Six & 79/100 Dollars for 360 Months, Said Notes of $976.79 bear Interest at 6% Per Annum on unpaid Balance. Oliver H. Dale and/or Heirs will carry this Note for 60 months, and will negotiate an Interest not to Exceed 8%.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

Oliver H. Dale, A Widower

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Robert L. Dowdle and Betty S Maples

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

Said Lot 122 begins at a point in the northwesterly margin of Dalemere Drive, thence 270 feet in a northwesterly direction along the common boundary between Lots 122 and 127 to a point thence 154.22 feet in a northeasterly direction along the common boundary between Lots 122 and 129 to a point in the westerly margin of Cecil Court thence 210.24 feet in a southeasterly direction along said margin to a point thence 38.46 feet in a southerly direction around a corner to a point in the northwesterly margin of Dalemere Drive thence 161.50 feet in a southwesterly direction along said margin to the point of beginning.

Being Part of the same property conveyed to Oliver H. Dale and wife, Claudine M. Dale, and by deed of record in Book 3615, page 111 Register's Office for Davidson County, Tennessee, by Andrew Cecil Dale and wife, Mattie Collins Dale.

This is unimproved (X) improved property, known as 4100 Cecil Court (House Number) (Street) Nashville Tn. 37207 P. O. Address: (City or Town) (Postal Zone)

2nd Same on Tax Record as 1300 Dalemere Drive 37207

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. 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 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we the said grantees herein do hereby transfer and convey unto Suzanne Wheeler, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees 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 $ 150,000.00 until the notes herein secured are 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 notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, 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 notes, 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, the said grantees, shall pay the notes aforesaid when due, according to their 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 any one of said notes 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 notes for all sums with interest, so expended by said Trustee, or lawful owner and holder of said notes, within thirty 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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, 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 any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. 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 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 any such litigation.
2nd. To the payment of all taxes which may be unpaid on said premises.
3rd. To the payment of all unpaid notes 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 grantees herein, their heirs, 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 lien notes, or, if more than one, then of the first-maturing unpaid 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 this 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 grantees, have hereunto set our hands this the 7TH day of OCT 2010

LD.

Oliver H. Dale SELLER — TAX ID 005825083

Betty S. Maples — TAX ID 041350322

Robert L. Dowdle — TAX ID 108930519

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me Philip Mitchell, a Notary Public in and for said County and State, the within named Betty S. Maples & Robert L. Dowdle & Oliver H. Dale the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that the parties executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Belle Meade, Tennessee, this 7 day of OCT, 2010

PHILIP M. MITCHELL NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

Notary Public

Commission expires 7-8-2013

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged ____self to be _____ of the _____, the within named bargainor, a corporation, and that ____he as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by _____self as _____.

Witness my hand and seal, at office in _____, this _____ day of _____, 19____.

_____ Notary Public

Commission expires _____