This instrument prepared by:
Carolyn Dale, Attorney
P.O. Box 120315
Nashville, TN 37212
*Prepared from information provided by the parties. No title examination.



STATE OF TENNESSEE)
COUNTY OF DAVIDSON)
The actual consideration or value, whichever is greater, for this transfer is $100,000.00.

Oliver H. Dale
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 4th DAY OF MAY, 2012.

Carolyn D. Dale
Notary Public
My Commission Expires: 2-19-2015

BILL GARRETT, Davidson County
Trans:T20120032956 DEEDINST
Recvd: 05/04/12 11:40 5 pgs
Fees:28.00 Taxes:501.10

20120504-0038553

INSTALLMENT DEED

FROM:
Oliver H. Dale

TO:
Amanda Hernandez

Address New Owner as:
Amanda Hernandez
801 N. Dupont Avenue
Madison, Tennessee 37115

Send Tax Bill to:
~~Oliver H. Dale~~ NEW OWNER
~~200 S. Webster St. #910~~
~~Madison, Tennessee 37115~~

Map - Parcel
043100-115.00

FOR AND IN CONSIDERATION of the sum of One Hundred Sixteen Thousand and No/100 ($116,000.00) DOLLARS the grantee has executed a promissory note of even date herewith in the amount of $116,000.00 to be paid in monthly installments in the amount of $831.06 (for principal and interest) each which include interest at 6% per annum, which will to the holders satisfaction, constitute 20 years or 240 months, with a lien being hereby expressly retained on the land herein conveyed to secure the payment of the above-described promissory note and all sums due thereunder.

The Grantor has bargained and sold, and by these presents does transfer and convey unto the Grantee her heirs and assigns, in fee simple, subject however to the lien expressly retained on the land herein conveyed, a certain parcel of land in Davidson County, Tennessee, described as follows:

SEE EXHIBIT "A" LEGAL DESCRIPTION ATTACHED HERETO AND INCORPORATED HEREIN.

Additionally, this conveyance is made subject to:

1. 2012 Taxes which have been assumed by the Grantee.
2. All matters shown on the plan of record.

This is improved property known as 801 N. Dupont Avenue, Madison, Tennessee 37115

TO HAVE AND TO HOLD said parcel of land with the appurtenances, estate, title and interest thereto belonging to the said Grantee, her heirs and assigns forever; and Grantor does covenant with Grantee that Grantor is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, except as otherwise herein set out; and Grantor does further covenant and bind his heirs, successors and representatives, to warrant and forever defend the title to said land to said Grantee, her heirs and assigns, against the lawful claims of all persons whomsoever.

And now, for the purpose of better and more effectively securing the payment of said promissory note, and so that court proceedings will not be necessary to enforce the herein described lien in the event of the non-payment of the note according to its terms, or a breach thereof, and for and in consideration of the sum of One and No/100 ($1.00) Dollar to it paid, and other consideration herein mentioned, the receipt and sufficiency of which are hereby acknowledged, the Grantee has this day bargained and sold, and does hereby transfer and convey to Diane Dale Haviland, Trustee, whose residence address is Atlanta, Georgia, and her successors in trust, the land hereinabove described.

"Maximum principal indebtedness for Tennessee recording tax purposes is $116,000."

TO HAVE AND TO HOLD said parcel of land to said Diane Dale Haviland, Trustee, and her successors in trust, forever. The grantee covenants that she is lawfully seized and possessed of said land, has a good right to convey it, and that the same is unencumbered except as hereinabove set out.

The Grantee further covenants and binds herself, her heirs and assigns to warrant and defend the title to said land to said Diane Dale Haviland, Trustee and her successors in trust, and her assigns, forever, against the lawful claims of all persons. However, this conveyance to said Carolyn Dale, Trustee, is made IN TRUST to secure the payment of said promissory note and all sums due thereunder and for the uses and trusts herein set forth, and for no other purpose.

No part of said land or any interest therein shall be sold or transferred by the Grantee without the prior written consent and approval of the owner and holder of the indebtedness secured herein.
Now if the Grantee shall pay the indebtedness aforesaid when due, according to the terms of said promissory note, then this instrument is to be of no further force or effect. However, if she fails to pay said sums of money when due, or any part of said sum, according to the terms above expressed, then all of the indebtedness hereby secured shall, at the option of the owner and Trustee, or her successor in trust is hereby authorized and empowered upon giving twenty (20) days notice, by three (3) publications in Davidson County, Tennessee, to sell said land at the Courthouse door in said County, To the highest bidder, for cash, and free from the statutory right of redemption, equity exemptions of every kind, all of which are hereby expressly waived and said Trustee, or her successor in trust, is authorized to make a deed to the purchaser. The owner and holder of the indebtedness herein secured may bid at any sale under this conveyance. The Grantee agrees that the Trustee, may at any time after default in payment of principal or interest as each falls due respectively, enter and take possession of said land, and shall only account for net rents received by her.

Grantee agrees to keep the improvements on said property in good repair and preservation and to pay all taxes and assessments, and to pay them when due; and in case it fails to do either; then said Trustee, or the owner and holder of the debt herein secured may do either and charge and treat the amount so expended as a part of the debt herein secured.

In case of sale under the deed of trust herein contained, the proceeds will be applied by the Trustee:
First- To pay all the costs and charges of executing this trust, including attorneys' fees and the expenses of any litigation that may arise on account of the execution and enforcement of this trust.

Second- To pay any unpaid taxes or assessments.

Third- To pay said debt, or any balance thereof then remaining unpaid.

Fourth- The residue to be paid to the undersigned Grantee or order.

In case of death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing powers and trust may be required, the owner and holder of the debt herein secured is hereby authorized to name and appoint a successor to execute this trust and the title herein conveyed to Diane Dale Haviland, Trustee, shall be vested in said successor Trustee.

In the event of a sale of said land under and by virtue of this trust, said corporation, and all persons holding under it, shall be and become tenants at will of the purchaser of the same, from and after the execution and delivery of a deed to such purchaser of the same, from and after the execution and delivery of a deed to such purchaser, said tenancy to be terminated at the option of said purchaser upon five (5) days written notice.

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

IN WITNESS WHEREOF, the GRANTOR has executed this instrument on the 4th day of May, 2012.

GRANTOR:

Oliver H. Dale

OLIVER H. DALE

CAROLYN D. DALE STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Carolyn D. Dale, a Notary Public in and for said County and State the within named OLIVER H. DALE, the 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, Tennessee this 4th day of May, 2012.

Carolyn D. Dale
Notary Public

My Commission Expires: 2-4-2015

IN WITNESS WHEREOF, the GRANTEE has executed this instrument on the 4th day of May, 2012.

GRANTEE:

AMANDA HERNANDEZ

CAROLYN D. DALE STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Carolyn D. Dale a Notary Public in and for said County and State the within named AMANDA HERNANDEZ, the 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, Tennessee, this 4th day of May, 2012.

Carolyn D. Dale
Notary Public

My Commission Expires: 2-4-2015

EXHIBIT "A"

Land in Davidson County, Tennessee, being lot 7, Mardalee Subdivision, of record in Instrument No. 20020328-0038222, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description thereof.

Being part of the same property conveyed to Oliver H. Dale by deed from BLC Investments, Inc. of record in Instrument No. 200207160085267, and part of the same property conveyed to Oliver H. Dale by deed from Diane D. Haviland and Deborah D. Carter of record in Instrument No. 20020717-0086200 and part of the same property conveyed to Oliver H. Dale by deed from James E. Humphrey, Jr. of record in Instrument No. 20010326-0028823, all recorded in the Register's Office for Davidson County, Tennessee.