MAIL TO: JIM STEVENS RLTY. AUCTION
3937 GALLATIN RD. NASHVILLE, TENN.

INSTALLMENT DEED

For and in Consideration of the sum of SEVENTY-SIX HUNDRED AND NO/100 ($7,600.00) Dollars, of which NINETEEN HUNDRED AND NO/100 ($1,900.00) Dollars, has been paid in cash by Charles E. Evans and wife, Jo H. Evans the receipt of which is hereby acknowledged, and for the remainder FIFTY-SEVEN HUNDRED AND NO/100 ($5,700.00) Dollars, the said Charles E. Evans and wife, Jo H. Evans ha ve this day executed their one promissory note in the principal sum of $5,700.00, payable to the order of Dorian E. Clark, in consecutive monthly installments of $64.73, including principal and interest, interest being at the rate of 6½% per annum on the unpaid principal sum which shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum until the entire amount, both principal and interest, has been paid. The first installment payment shall become due and payable on or before the 8th day of January, 1972, and thereafter, said consecutive monthly installment payments shall continue as aforesaid. Amounts paid will be credited first to interest accrued; the balance will be credited to the amount of unpaid principal sum.

all of said notes bearing ~~six~~ 6½% per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Dorian E. Clark

has

~~have~~ this day bargained and sold, and do hereby transfer and convey unto the said Charles E. Evans and wife, Jo H. Evans, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 3 of Block C on the Map of Belle Forest Subdivision, as of record in Book 843, Page 94, Register's Office for Davidson County, Tennessee.

Said Lot No. 3 fronts 50 feet on the westerly margin of Scott Avenue and runs back between parallel lines measuring 150.0 feet to a dead line in the rear.

Being the same property conveyed to Dorian E. Clark by Will from A. L. (Arthur L.) Clark, deceased, of record in Will Book 73, Page 104, County Court Clerk's Office for Davidson County, Tennessee, the said A. L. Clark having acquired said land by deed from Viola Horn, unmarried, of record in Book 1019, Page 139, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, know as 1910 Scott Ave. Nashville, Tenn.
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Charles E. Evans and wife, Jo H. Evans, 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.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Charles E. Evans and wife, Jo H. Evans 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 Charles E. Evans and wife, Jo H. Evans

do hereby transfer and convey unto Tom G. Coleman, Jr., 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 Charles E. Evans and wife, Jo H. Evans

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 $ insurable interest 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 interst 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 Charles E. Evans and wife, Jo H. Evans 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, 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 a deed to the purchaser. The creditor may bid at any sale under this trust 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 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 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 Tom G. Coleman, Jr., Trustee, shall be vested in said successor.

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 Dorian E. Clark and Charles E. Evans and wife, Jo H. Evans hereunto set our hands at Nashville, Tennessee, this the 8th day of December 1971

Charles E. Evans

Jo H. Evans

Dorian E. Clark

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Jim Stevens, a Notary Public in and for said County and State, the within named Dorian E. Clark, Charles E. Evans and wife, Jo H. Evans

the 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 at Nashville Tennessee, this 8th day of December, 1971

My Commission Expires Nov. 20, 1972

Jim Stevens, Notary Public.

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor____, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared .....,
with whom I personally acquainted, 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 .....

DEC 17 CONV *7,600.00
DEC 17 MORT'G *5,700.00
DEC 17 S'TAX A* 19.76
DEC 17 S'TAX A* 3.70
DEC 17 PR'FEE A* .50
DEC 17 W'DEED A* 8.00 * 31.96

(over for additional acknowledgements)

MAIL TO: JIM STEVENS RLTY. AUCTION
3937 GALLATIN RD. NASHVILLE, TENN.

INSTALLMENT DEED

FROM
DORIAN E. CLARK

TO
CHARLES E. EVANS, ETUX

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

B 41882

IDENTIF. REFERENCE

DEC 17 2 11 PM '71

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

TOLLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Charles E. Evans (NAME)	Same (NAME)	Map 72-14
213 Twin Hills Dr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 335
Madison, Tenn. 37115 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	15DA-30990

THIS INSTRUMENT WAS PREPARED BY

Henry K. Buckner, Jr.
3937 Gallatin Rd.
Nashville, Tenn. 37216

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 7,600.00 Charles E. Evans
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 8th DAY OF December 19 71.

Notary Public
My Commission Expires Nov. 20, 1972

MY COMMISSION EXPIRES: .....

(AFFIX SEAL)