BOOK 4785 PAGE 780

Installment Deed

THIS INSTRUMENT PREPARED BY:
KIRK C. WAITE, Atty.
3250 Dickerson Road
Nashville, Tennessee 37207

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP, PARCEL NUMBER
Gary Edwin Raper, Et ux.	Gary Edwin Raper, Et ux.	
(NAME:) 306 East Due West Avenue	(NAME:) 306 East Due West Avenue	Map - 51-12
(STREET ADDRESS OR ROUTE NUMBER) Madison, Tenn. 37115	(STREET ADDRESS) Madison, Tenn. 37115	Parcel - 74
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ---------- Ten and no/100 -------

---------- ($10.00) ---------- *Dollars,*

of which Two Thous and Three Hundred and no/100 ($2,300.00) ----------

---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Eighteen Thousand and no/100

($18,000.00) ---------- *Dollars,*

Gary Edwin Raper and wife, Carol Johnson Raper *ha*ve *executed*

their promissory note in the amount of $18,000.00 with interest at the rate of 7% for a period of 15 years, said monthly installments to be in the amount of $161.81, including principal and interest, and due and payable on the 1st day of each month until paid,

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

has ~~have~~ *this day bargained and sold, and do hereby transfer and convey unto the said* Gary Edwin Raper and wife, Carol Johnson Raper their ~~successors~~, *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being Lot No. 8 on the unrecorded map of Core Subdivision, in the 11th Civil District of said County, and described as follows:

Beginning at a monument in the southerly margin of Due West Avenue, said monument being the northeasterly corner of Lot No. 58 on the Plan of Morningside Heights, of record in Plan Book 1130, page 76, Register's Office of said County, said point being further described as the northwest corner of Lot No. 1 on the preliminary plat of Core Subdivision, not of record, as shown on the survey by Anderson & Gee, Surveyors, dated April, 1946; thence, North 86° 15' East 311 feet to a point; thence, South 60° 30' East 234 feet to a point in the southwesterly margin of Due West Avenue, said point being the northwesterly corner of Lot No. 8 on the said preliminary plat of Core Subdivision and being the TRUE POINT OF BEGINNING: thence, leaving the said southwesterly margin of Due West Avenue and with the common line between lots Nos. 7 and 8 on the preliminary plat of Core Subdivision, southwestwardly 150 feet to a point; thence, southeastwardly with the common rear line between lots Nos. 8, 20 and 21 of the said Core Subdivision previously cited, 75 feet to a point; thence, leaving the said rear line of lot No. 20 northeastwardly 150 feet along the common line between lots Nos. 8 and 9 of the said preliminary plat of Core Subdivision

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 20,300.00

Affiant

Subscribed and sworn to before me, this the 4th day of February 19 77

Notary Public

My commission expires: Oct. 26, 1977
(Affix Seal)

to a point on the southwesterly margin of Due West Avenue; thence, continuing with the said margin of Due West Avenue North 60° 30' West 75 feet to the TRUE POINT OF BEGINNING. The foregoing property is bounded on the northeasterly side of Due West Avenue; on the northwesterly side by the property conveyed to Oscar J. Cline and wife, Virginia R. Cline, by deed from E. B. Wilmore, et ux. of record in Book 1911, page 29, Register's Office of Davidson County, Tennessee; on the southwesterly side by the property conveyed to Robert L. Freeman, Trustee, by deed from Carson C. Driver, Jr., et ux, et al., of record in Book 4590, page 796, Register's Office of said County; and on the southeasterly side by property conveyed to Howard D. Hoy and wife, Betty S. Hoy, by deed from Johnny A. Abernathy and wife, Frances H. Abernathy, of record in Book 2651, page 559, Register's Office of said County.

Being the same property conveyed to Robert H. White and wife, Betty W. White, by deed from Bill Hall and D. W. Cotton, of record in Book 2155, page 551, Register's Office of said County. By final decree in the cause of Robert Horton White v. Betty Lou Waldron White, No. 56574, Probate Court of Davidson County, Tennessee, all interest in the subject property was divested out of Robert H. White and vested in Betty Lou Waldron White.

This is (unimproved ( ) improved (X)) property, known as 306 East Due West Avenue, Madison, Tennessee
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Gary Edwin Raper and wife, Carol Johnson Raper their (HIS/HER/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 for the 1974 taxes which will be prorated and assumed by the buyers,

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Gary Edwin Raper and wife, Carol Johnson Raper, their (HIS/HER/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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Betty White *hereinafter referred to as trustors, hereby transfer and convey unto* Kirk C. Waite, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $ 18,000.00*..., or at least the maximum insurable value, until the indebtedness 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 or holder of said indebtedness as his interest may appear.*

Trustors further agree 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 be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors 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 trustors upon demand of the trustee or lawful owner or 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 amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid 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 or 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 said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 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 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. The trustee may, at any time after default in the payment of any of said indebtedness, 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 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order 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 said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 4th day of February *19 74*

Betty White 2-4-74
Betty White

Gary Edwin Raper
Gary Edwin Raper

Carol Johnson Raper
Carol Johnson Raper

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Ruby B. Finger *a Notary Public in and for said County and State,* Betty White

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 4th *day of* February, *19* 74

Ruby B. Finger *Notary Public*

Commission expires October 26, 1977

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Personally appeared before me, Ruby B. Ferger, *a Notary Public in and for said County and State,* Gary Edwin Raper and wife, Carol Johnson Raper, *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 at Nashville, Tennessee, *this* 4th *day of* February, *19* 74

Ruby B. Ferger *Notary Public*

Commission expires October 26, 1977

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, 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 .....

FEB-5-74	CONV	20,300.00			
FEB-5-74	MORT'G	18,000.00			
FEB-5-74	S'TAX		A*	52.78	
FEB-5-74	S'TAX		A*	16.00	
FEB-5-74	PR'FEE		A*	.50	
FEB-5-74	W'DEED		A*	8.00	* 77.28

INSTALLMENT DEED

FROM

BETTY WHITE

TO

GARY EDWIN RAPER, ET UX.

C 4 0 8 8 1

IDENTIF. REFERENCE

FEB 5 3 50 PM '74

FELIX Z... REGISTER
DAVIDSON COUNTY, TENN.

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE