BOOK 4803 PAGE 739

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

Juanita Y. Lellyett

TO

William Hume Barr, Trustee

For draftsman's use

This instrument prepared by:

John W. Wade, Jr., Attorney
Trabue, Minick, Sturdivant & Harbison
26th Floor, Life & Casualty Tower
Nashville, Tennessee 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William Hume Barr, Trustee (NAME)	Same (NAME)	93-2 3-178
700 Union Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37219 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

APR 9 10 26 AM '74

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 18,750.00 [signature]
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 8th DAY OF April 1974.

[signature]
Notary Public

MY COMMISSION EXPIRES: May 10, 1976

(AFFIX SEAL)

C 49025

FOR AND IN CONSIDERATION OF the sum of Eighteen Thousand Seven Hundred Fifty and No/100 ($18,750.00) DOLLARS of which $ 3,750.00 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 their promissory note of even date herewith, payable to the grantor, Juanita Y. Lellyett, in the original principal amount of $15,000.00 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,

Juanita Y. Lellyett

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto William Hume Barr, Trustee

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

Being a one-half undivided interest in land in Davidson County, described as follows:
Being part of Lot No. 26 on the Original Plan of the Town of Nashville, not of record, described as follows:
Beginning on the westerly margin of Second Avenue North, as widened, formerly Market Street, at a point 30 feet south of the southerly margin of Bank Alley; thence with the westerly margin of said Avenue southwardly 26 feet, more or less, to the center of a party wall, the northeast corner of the property conveyed to W. M. Lellyett et al. by deed from The Penn Mutual Life Insurance Company, of record in Book 1081, page 131, Register's Office for said County; thence with the center of said party wall and with the northerly line of said Lellyett property westerly 105 feet, more or less, to the easterly margin of an alley; thence with the said alley northwardly 26 feet, more or less, to a point 30 feet south of the southerly margin of Bank Alley; thence eastwardly 105 feet, more or less, to the beginning.
There is located on the above described tract of land a two story brick store building known as 217 Second Avenue, North, and immediately adjacent thereto on the south is another brick store building known as 215 Second Avenue, North, which was conveyed by The Penn Mutual Life Insurance Company to W. M. Lellyett and Roy R. Rogers by deed dated March 31, 1938, of record in Book 1081, page 131, Register's Office for Davidson County, Tennessee. There is a party wall between said two buildings and this conveyance includes the right and use of said party wall for the building on the tract hereinabove described and is subject to the benefit and use of said party wall for the other building on the south adjacent thereto. Being the same property conveyed to Roy R. Rogers and wife, Mayme S. Rogers and Wm. M. Lellyett and wife, Julia W. Lellyett by deed from Frank Higgins and wife, of record in Book 1225, page 659, Register's Office for said County, the said Roy R. Rogers having since died. Mayme S. Rogers conveyed the property to Milbrey R. Dugger by deed of record in Book 4754, page 80, Register's Office for Davidson County, Tennessee. The said Julia W. Lellyett conveyed her interest in said property to William M. Lellyett by deed of record in Book 1642, page 305, Register's Office for Davidson County, Tennessee, the said William M. Lellyett having since died testate devising property to Juanita Lellyett of record in Will Book 99, page 118, Probate Court Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 217 Second Avenue North, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 Raymond E. Evans 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 $ 22,500.00 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, 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 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 grantors 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 8th day of April 1974.

Juanita Y. Lellyett
Juanita Y. Lellyett

William Hume Barr, Trustee
William Hume Barr, Trustee

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in this Document Unsatisfactory When Received.

	APR-9=	CONV	18,750.00	
	APR-9=	MORT'G	15,000.00	
STATE OF TENNESSEE	APR-9=	S'TAX	A*	48.62
COUNTY OF DAVIDSON	APR-9=	S'TAX	A*	13.00
	APR-9=	REC'D	A*	.50
	APR-9=	W'OFED	A*	1.00
			A*	66.12

Personally appeared before me Earline Fann, a Notary Public in and for said County and State, the within named Juanita Y. Lellyett, the 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 8th day of April, 1974.

Earline Fann, Notary Public.

Commission expires May 10, 1976.

EARLINE FANN NOTARY PUBLIC DAVIDSON COUNTY, TENN. MY COMM. EXPIRES MAY 10 1976

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Virginia S. Crimmons, a Notary Public of the State and County aforesaid, personally appeared William Hume Barr, with whom I am personally acquainted, and who, upon oath, acknowledged that he executed the foregoing instrument for the purpose therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this 8th day of April, 19 74.

Virginia S. Crimmons, Notary Public.

Commission expires 11/12/75