BOOK 4810 PAGE 767

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. W1)- 4

FROM

JAMES DOUGLAS ESTES ET UX,
CHAROLETT F. ESTES

TO

WILLIE L. ROBINSON et ux,
Virginia G. Robinson

Please Mail Back To
JOHN G. DOAK
2525 Lebanon Road
Nashville, Tenn. 37214

For draftsman's use

THIS INSTRUMENT PREPARED BY:

John G. Doak, Attorney
2525 Lebanon Rd.
Nashville, Tenn. 37214

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Willie L. Robinson (NAME)	Thomas & Hill, Inc. (NAME)	
420 Owendale Drive (STREET ADDRESS OR ROUTE NUMBER)	3250 Dickerson Rd. (STREET ADDRESS)	150-5
Nashville, Tenn. (CITY) (STATE) (P. O. ZIP)	Nashville, Tenn. (CITY) (STATE) (ZIP)	96

(FOR REGISTER'S USE)

T
IDENTIF. REFERENCE

AUG 5 10 59 AM '74

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

C65978

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$37,399.47 x Willie L. Robinson
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 25th DAY OF July, 19 74.

Helen L. Sandusky
Notary Public

MY COMMISSION EXPIRES: August 1975

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Thirty Seven Thousand Three Hundred Ninety-Nine and 47/100 ($37,399.47)---------- DOLLARS

of which $ 5,500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees assume and agree to pay the balance of the existing 1st mortgage to Thomas & Hill, Inc., dated 28 Feb. 73 in the original principal amount of $32,250.00 of record in Book 4685, page 673, when and as due; and, do agree to the additional and supplimentary terms on the attached page.

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,

~~James Douglas Estes et ux, Charolett F. Estes~~

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Willie L. Robinson et ux, Virginia G. Robinson

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

LAND in Davidson County, Tennessee, being Lot No. 204 on the Plan of Cherry Hills, Section 2, of record in Book 3700, page 143, Register's Office for said County.

SAID Lot 204 fronts 80.22 feet on the easterly side of Owendale Drive and runs back between lines 142 feet on the northerly line and 141.55 feet on the southerly line to a line at the rear measuring 80.92 feet thereon.

BEING the same property conveyed to James Douglas Estes and wife, Charolett F. Estes, by deed from Robert Eugene Johnson and wife, Susan O. Johnson, of record in Book 4685, page 671, Register's Office for Davidson County, Tennessee.

GRANTORS further transfer and convey unto grantee the funds held in escrow by Thomas & Hill, Inc., and do hereby authorize Thomas & Hill, Inc., to transfer the existing insurance on the premises to grantee.

Please Mail Back
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2525 Lebanon Road
Nashville, Tenn. 37214

This is unimproved ( ) improved (XX) property, known as 420 Owendale Dr. Nashville, Tenn.
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

This instrument is made with the additional and supplimentary terms attached

Supplimentary Terms
To
Installment Deed

Please Mail Back To
JOHN G. DOAK
2525 Lebanon Road
Nashville, Tenn. 37214

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(1) Buyer shall record this instrument of conveyance but shall not be obligated to notify Thomas & Hill, Inc., even though this instrument of conveyance states that buyer assumes the existing mortgage.

(2) Buyer shall make his payments monthly to seller who shall, in turn, make the payments to Thomas & Hill Inc., and send receipts to buyer.

(3) Buyers herein convey premises in trust to John G. Doak, Trustee to secure the prompt payment by buyers of the existing 1st Mtg. payments to sellers so that sellers can, in turn, pay them to Thomas & Hill Inc. These payments are due on the 1st of month and payments by buyers shall be due 15 days prior to that. When seller has not received the payment from buyers by the 15th of the next month sellers may foreclose.

(4) Sellers shall have the right to foreclose this trust instrument if and only if buyers fail to make a required payment, in full, within 30 days of the du e date of the payment and provided that sellers give buyers notice by certified addressed to buyers at 420 Owendale Drive, Nashville, Tennessee, 37213, that the payment is overdue by 15 days and that if said payment is not made to John G. Doak Attorney & Trustee by certified or cashiers check or cash on or before the 30th day from the due date of the payment, the trust shall be foreclosed and provided sellers send a copy of said notice and the certified mail receipt to said John G. Doak, Attorney and Trustee and provided buyers then fail to make said payment to the said John G. Doak, Attorney and Trustee on or before midnight of the 30th day.

(5) In event buyers thus default in any of said payments of part of any said payments, then, in such event and without any further notice said trustee shall proceed with said foreclosure under the provisions in said Installment Deed with the modification that in event the property is sold to someone other than sellers and for more than the sum of the existing 1st mortgage payoff plus foreclosure costs and attorneys fees, any such balance shall be paid over to the sellers rather than the buyers. Note: "Sellers" as being used herein refers to James Douglas Estes and wife, and "Buyers" as used herein refers to Willie Robinson and wife, if any.

(6) It is understood that if Thomas & Hill, Inc., (or its Assignee or Successor in interest.) shall become aware of this transaction and either foreclose the 1st mortgage or increase the interest rate or take any other action as a result thereof then this is and shall be buyers problem and not any concern of sellers and seller or agents shall not incur any liability to buyers in such event.

(7) Sellers also agree that in event of a loss under the Homeowners Insurance sellers shall pay over to buyers any monies which the insurance company might pay over to sellers as the named insurred under such policy: However, buyer shall be responsible for processing any such claims and shall reimburse sellers with respect to any such claims.

(8) If sellers receive the payment from buyers and sellers fail to in turn make the payment to Thomas & Hill, Inc., then buyers can make future payments to Thomas & Hill, Inc., directly or through John G. Doak, Attorney and Trustee.

(9) Buyers may at any time transfer the loan to their name and begin making said payments to Thomas & Hill, Inc., but shall notify sellers in advance of their intention to do so and furnish proof of the transfer before this trust instrument shall become inoperative in such event seller shall release this lien .

James Douglas Estes
JAMES DOUGLAS ESTES

x Willie L. Robinson
WILLIE L. ROBINSON

Charolett F. Estes
CHAROLETT F. ESTES

Virginia D. Robinson

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 John G. Doak 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 $ full insurable value and the notes hereby 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 ~~owner~~ herein, their heirs, representatives or assigns. *see supplimentary terms

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 25th day of July 19 74.

Willie L. Robinson
JAMES DOUGLAS ESTES — WILLIE L. ROBINSON

James Douglas Estes — Virginia G. Robinson
Charolett F. Estes — VIRGINIA G. ROBINSON

CHAROLETT F. ESTES

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named James Douglas Estes et ux, Charolett F. Estes and Willie L. Robinson et ux, Virginia G. Robinson 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 25th day of July, 19 74

Helen L. Sandson, Notary Public.

Commission expires 11 August 1975.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

AUG-5 CONV 37,399.47
AUG-5 S'TAX A* 97.24
AUG-5 PR'FEE A* .50
AUG-5 W'DEED A* 6.00 * 103.74

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...

Please Mail Back To
JOHN G. DOAK
2525 Lebanon Road
Nashville, Tenn. 37214

..., Notary Public.

Commission expires ...