BOOK 4877 PAGE 933

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

MRS. ODESSA KELLY, etal

TO

CHARLIE W. POPE, SR., etux

For draftsman's use

This Instrument Prepared by:
FOLEY & WEISS, ATTORNEYS
507 Stahlman Building
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
CHARLIE W. POPE, SR. (NAME)	SAME (NAME)	92-5
939- 34th Avenue, North (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	P. 112 L&R
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

C 82777

(FOR REGISTER'S USE)

T
IDENTIF. REFERENCE

DEC 30 12 10 PM '74
FELIX A. ANDERSON JR. REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 8,000.00. Charlie W Pope Sr.
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 18th DAY OF December, 1974.

Notary Public

MY COMMISSION EXPIRES: July 20, 1976
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of EIGHT THOUSAND AND NO/100---($8,000.00)---------- DOLLARS

of which $ 5,000.00 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 three (3) joint Promissory Notes payable as follows:

1. To Mrs. Odessa Kelly the principal sum of $666.67 due and payable on or before August 18, 1975, at no interest.
2. To Allen Kelly, Jr., the principal sum of $666.67 due and payable on or before August 18, 1975, at no interest.
3. To Mrs. Macie Wimsatt Davis the principal sum of $1666.66 due and payable in three (3) installments, the first installment due on or before December 18, 1975, in the amount of $555.55. The second installment due on or before May 18, 1976, in the amount of $555.55 and a final installment of $555.56 due on or before December 18, 1976, said installments shall bare no interest.

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,

Mrs. Odessa Kelly, Mrs. Macie P. Wimsatt (Davis) and Allen Kelly, Jr.,

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

Charlie W. Pope, Sr., and wife, Cornelia Pope,

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

LAND in Davidson County, Tennessee, described as follows to wit:
BEING part of the easterly half of Block 47 on the Map of Midway, as of record in Book 421, page 11, Register's Office for said County.
SAID part of Block 47 begins at a point on the westerly margin of 34th Avenue North 150 feet south of Eden Street, running thence westerly on a line parallel with Eden Street 150 feet to the easterly margin of an alley; thence with said margin of the alley south 50 feet to a point; thence easterly on a line parallel with Eden Street 150 feet to the westerly margin of 34th Avenue North; thence north 50 feet to the point of beginning and being part of the property conveyed to J. L. Harding and C. A. Terry by deed of record in Book 602, page 194, said Register's Office, and Harding's interest conveyed to C. A. Terry by deed recorded in Book 939, page 228, said Register's Office.

BEING the same property conveyed to Mrs. Odessa Kelly, Mrs. Macie P. Wimsatt and Allen Kelly, Jr., by deed from Mrs. Odessa Kelly, as of record in Book 2746, page 281, Register's Office for DavidsonCounty, Tennessee.

The Grantors agree to pay the 1974 taxes.

This is unimproved ( ) improved (X) property, known as 939- 34th 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 J. J. Foley, 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 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 Insur.Value 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 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 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 hereupto set our hands this the 18th day of December, 19 74.

Mrs. Odessa Kelly

Charlie W. Pope Sr

Mrs. Odessa Kelly

Charlie W. Pope, Sr.

Mrs. Macie P. Wimsatt Davis

x Cornelia Pope

Mrs. Macie P. Wimsatt (Davis)

Cornelia Pope

Allen Kelly, Jr.

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 Mrs. Odessa Kelly, Mrs. Macie P. Wimsatt (Davis), Allen Kelly, Jr., and Charlie W. Pope, Sr., 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 Tennessee, this 18th day of December, 19 74

Peter Weiss

Notary Public.

PETER WEISS NOTARY PUBLIC STATE OF TENNESSEE

Commission expires July 20, 1976

DEC 30 CONV -8,000.00
DEC 30 MORTG 8,000.00
DEC 30 S'TAX A* 20.80
DEC 30 S'TAX A* 1.00
DEC 30 PR'FEE A* .50
DEC 30 WDEED A* 4.00 * 26.30

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 Cornelia Pope

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 Tennessee, this day of December, 19 74.

Robert B. Mayo

Notary Public.

ROBERT B. MAYO NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires My Commission Expires August 25, 1975

Mail Charlie W. Pope Sr.
937 - 34th Ave. N. Nash. Tenn