Prepared by Neal & Harwell

BOOK 4883 PAGE 675 **Installment Deed** Neal & Harwell

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Cloverbottom Estates, Inc.		9W-4060
(NAME) 2334 2nd Ave N.	(NAME)	92-13
(STREET ADDRESS OR ROUTE NUMBER) Nash. Tenn.	(STREET ADDRESS)	377
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Twenty-two Thousand Four Hundred Fifty and no/100 ($122,450.00) *Dollars, of which* Twenty-two Thousand Four Hundred Fifty and no/100 ($22,450.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* of One Hundred Thousand ($100,000.00) *Dollars,*

Cloverbottom Estates, Inc., a Tennessee Corporation (grantee) s *executed* its two promissory notes, each in the sum of Fifty Thousand ($50,000.00) Dollars of even date herewith, one note payable to the order of W. R. Perkins, Jr., his heirs and assigns, and the other note payable to John W. Kelley, Sr., his heirs and assigns, such notes to bear interest at the rate of 7 1/2 per cent per annum; both notes are payable in monthly installments of $402.80 each beginning on February 24, 1975, and continuing thereafter on the same day of each succeeding month for a period of twenty (20) years until the principal sum of each note with interest is fully paid. Except for said described monthly installments, Grantee shall not pay off said notes, in whole or in part, for a period of five years after date of deed.

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, W. R. Perkins, Jr., and wife, Nellie H. Perkins and John W. Kelley, Sr., and wife, Myrtle J. Kelley *have this day bargained and sold, and do hereby transfer and convey unto the said* Cloverbottom Estates, Inc., its *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being Lots Nos. 93 and 94 of the Plan of Boyd Home Tract, as of record in Book 21, page 39, Register's Office for said County.

Said Lots Nos. 93 and 94 front 50 feet each on the southerly side of Church Street, as widened, and run back between parallel lines 172-1/2 feet more or less, to an alley.

Being the same property conveyed to John W. Kelley, Sr., by deed from L & S Corporation of record in Book 3075, page 346, Register's Office for Davidson County, Tennessee, the said John W. Kelley, Sr. having subsequently conveyed a 1/2 undivided interest to W. R. Perkins, Jr., by deed of record in Book 3182, page 179, said Register's Office.

CHRISTINE TINSLEY NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 122,500.00

Affiant

Subscribed and sworn to before me, this the 24th day of January, 1975

My commission expires (Affix Seal)

Notary Public

If the Trustor, hereinafter described shall execute any instrument conveying, or creating any lien on said premises, or any part thereof without the prior consent of the holders of the above described two notes, then they or their heirs or assigns, or representatives, may declare all the sums secured hereby to be immediately due and payable, notwithstanding any provision set forth hereinabove, or they may, upon payment of a transfer fee and without notice to the Trustor, deal with such successor or successors in interest with reference to this instrument and the debt hereby secured in the same manner as with the Trustor without in any way vitiating or discharging the Trustor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby conveyed or no forbearance on the part of the rate holders or no extension of time for payment of the debt hereby secured shall operate to release, discharge, modify, change or affect the original liability of the Trustor herein either in whole or in part.

unimproved ( )
This is improved (X) property, known as 1727 Church Street, Nashville, 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 Cloverbottom Estates, Inc. *its (successors), 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 said real estate to said* Cloverbottom Estates, Inc. its *(successors), 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 Cloverbottom Estates, Inc. *hereinafter referred to as trustors, hereby transfer and convey unto* Neill S. Brown *, 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 $ 80,000.00 *, 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 24th *day of* January, *19* 75

John W. Kelley, Sr., and wife,
Myrtle J. Kelley

W. R. Perkins, Jr., and wife,
Nellie H. Perkins

Cloverbottom Estates, Inc.
by President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Christine Tinsley, *a Notary Public in and for said County and State,* John W. Kelley, Sr., and wife, Myrtle J. Kelley

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* 24th *day of* January, 75

CHRISTINE TINSLEY NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Christine Tinsley, *Notary Public*

Commission expires Nov. 20, 1976

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STATE OF Tennessee }
COUNTY OF Davidson }

Personally appeared before me, Christine Tinsley *a Notary Public in and for said County and State,* W. R. Perkins, Jr., and wife, Nellie H. Perkins

the within-named bargainor S., 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 24th *day of* January, *19* 75

Christine Tinsley *Notary Public*

Commission expires Nov. 20, 1976

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Christine Tinsley *a Notary Public of the State and County aforesaid, personally appeared* T. W. Comer,
with whom I am personally acquainted, and who, upon oath, acknowledged him *self to be* President
of the Cloverbottom Estates, Inc.,
the within-named bargainor, a corporation, and that he *as such* President,
being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him *self as* President thereof.

Witness my hand and seal, at office in Nashville, Tennessee,
this 24th *day of* January, *19* 75

Christine Tinsley *Notary Public*

Commission expires Nov 20 1976

INSTALLMENT DEED

FROM

John W. Kelley, Sr., et al.

TO

Cloverbottom Estates, Inc.

JAN 24 75	CONV	90,000.00			
JAN 24 75	CONV	32,500.00			
JAN 24 75	MORT'G	90,000.00			
JAN 24 75	MORT'G	10,000.00			
JAN 24 75	S'TAX		A*	318.50	
JAN 24 75	S'TAX		A*	98.00	
JAN 24 75	PR'FEE		A*	.50	
JAN 24 75	W'DEED		A*	8.00	* 425.00

C 85384

IDENTIF. REFERENCE

JAN 24 3 49 PM '75

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238