BOOK 4908 PAGE 576

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

Phyllis Pear Reichman

TO

William R. Weakley and wife,
Nancy J. Weakley

For draftsman's use

This Instrument Was Prepared By
DENNEY, LACKEY, CHERNAU & CASTLEMAN
218 Third Avenue North
Nashville, Tennessee 37201

mail TO

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William R. Weakley (NAME)	Same (NAME)	Map 116-10
309 Belle Meade Blvd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 24
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

APR 30 4 13 PM '75

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

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 100,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 29 DAY OF April, 1975

Notary Public

MY COMMISSION EXPIRES: May 14, 1976

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

C9636 9

FOR AND IN CONSIDERATION OF the sum of One Hundred Thousand and no/100ths---------- ($100,000.00) ---------- DOLLARS

of which $ 20,000.00 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 assumed and agreed to pay the balance of $14,599.86 due on a deed of trust of record in Book 3187, page 623, R.O.D.C., Tennessee, and the said grantees have executed their joint promissory note of even date herewith in the amount of $65,400.14 payable to the grantor together with interest at the rate of 8% per annum on the unpaid principal balance payable in 120 monthly installments beginning June 1, 1975 and on the first day of each successive month thereafter until paid in full, the first 119 payments being in the amount of $479.90 and the final payment being in the amount of the entire unpaid principal balance together with accumulated interest thereon. It is understood and agreed that any default in the terms and conditions of the first deed of trust shall be deemed a default of the lien secured hereby,

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,

PHYLLIS PEAR REICHMAN

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

WILLIAM R. WEAKLEY AND WIFE, NANCY J. WEAKLEY,

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

Land in Davidson County, Tennessee, being part of Lot No. 4 on the Plan of the First Belle Meade Subdivision, as of record in Book 332, pages 88 and 89, Register's Office for said County, and part of Lot No. 1 on the Map of Johnson Bransford's Subdivision of part of Lot No. 3 in Deer Park, Belle Meade, as of record in Book 421, page 133, said Register's Office, described together according to a survey made by W. B. Southgate, Surveyor, May 21, 1938, as follows:

Beginning at the northwest corner of Belle Meade Boulevard and Jackson Boulevard; thence with the northerly margin of Jackson Boulevard, northwestwardly 298.05 feet to the corner of lots Nos. 1 and 2 on the last above mentioned plan; thence with the line between said two lots in a northerly direction 125 feet to an iron pin; thence in a southeasterly direction 295 feet to an iron pin in the westerly margin of Belle Meade Boulevard; thence with the westerly margin of said Boulevard, southwardly 125 feet to the point of beginning. Being a one-half undivided interest in Sidney C. Reichman and wife, Phyllis Pear Reichman by deed from Elizabeth W. Deeds and husband, of record in Book 1732, page 19, said Register's Office, and to Sidney C. Reichman and wife, Phyllis Pear Reichman by deed from Moe Pear and wife, Birdie Pear of record in Book 3166, page 321, said Register's Office, the said Sidney C. Reichman having since died and property now being vested in Phyllis Pear Reichman as surviving tenant by the entirety.

This is improved ( ) unimproved (X) property, known as 309 Belle Meade Boulevard, 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 seised 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 grantors herein do hereby transfer and convey unto John R. Parker 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 grantors 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 $80,000.00 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 herein, the same to bear interest from the date of such payment. Now, if we, the said grantors, 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 hereunto set our hands this the 29 day of April 19 75

Phyllis Pear Reichman William R. Weakley

Nancy J. Weakley

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, John R. Parker, a Notary Public in and for said County and State, the within named Phyllis Pear Reichman and William R. Weakley and wife, Nancy J. Weakley 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 29 day of April, 19 75.

John R. Parker, Notary Public.

JOHN R. PARKER NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires May 16, 1976.

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 .

Witness my hand and seal, at office in , this day of , 19 .

, Notary Public.

Commission expires

APR 30 75 CONV 90,000.00
APR 30 75 CONV 10,000.00
APR 30 75 MORT'G 65,400.14
APR 30 75 S'TAX A* 260.00
APR 30 75 S'TAX A* 63.40
APR 30 75 PR'FEE A* .50
APR 30 75 W'DEED A* 4.00 * 327.90