FORM 1003

INSTALLMENT DEED

BOOK 4920 PAGE 98

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William Bruce Henderson	New Owner	11W-5890
(NAME:) 2435 Batavia St	(NAME:)	92-6-646
(STREET ADDRESS OR ROUTE NUMBER) Nash. Tenn	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION OF the sum of Seven Thousand Five Hundred----------($7,500.00)---------- DOLLARS

of which $ 450.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed his promissory note of even date, payable to the order of Robert A. Green, et ux, in the principal sum of Seven Thousand Fifty ($7,050.00) Dollars, payable in monthly installments of Seventy ($70.00) Dollars, including principal and interest at the rate of 9-1/4% per annum; first installment matures on the 1st day of July, 1975 and on the 1st day of each month thereafter until entire debt and interest is paid in full; out of each installment the accrued interest shall be deducted first and the balance credited to the principal debt;

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 2,500.00
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 9th DAY OF June 1975
Deputy Register

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,

Robert A. Green and wife, Mary Regan Green,

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

William Bruce Henderson, unmarried,

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

BEING the easterly part of Lot No. 33 on the Map of G. W. Ashcraft's Subdivision of Lot No. 11 in Boyd McNairy's Plan of Lots, of record in Book 57, Page 59, Register's Office for said County.

BEGINNING on the southerly margin of Batavia Street, formerly Prospect Street, 35 feet east of the east margin of 24th Ave., North; thence with the southerly margin of Batavia Street, eastwardly 51 feet to the corner of Lots Nos. 32 and 33; thence with the line between said two lots, southwardly 110 feet to the northerly margin of an alley; thence with said alley, westwardly 31 feet to a point, which is 30 feet east of the easterly margin of 24th Ave., North; thence northwardly 113 feet, more or less, to the beginning.

BEING the same property conveyed to Robert A. Green and wife, Mary R. Green, by deed from Fairella W. Page, a widow, of record in Book 2483, Page 260 Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved ( ) property, known as 2435 (House Number) BATAVIA (Street) P. O. Address: NASHVILLE (City or Town) TENN (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 Jacobs H. Doyle 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 $_____ 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 hereunto set our hands this the 5 day of June 19 75.

Robert A. Green

x William Bruce Henderson - Mary Regan Green

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 William Bruce Henderson, Robert A. Green, Mary Regan Green, the 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, Tenn. this 5 day of June 1975

Commission Expires 5-24-78

Marie M[illegible] Notary Public.

NOTARY PUBLIC ★ DAVIDSON

STATE OF
County

Before me, a Notary Public within and for the State and County aforesaid, personally appeared and with whom I am personally acquainted and who upon { their oath / their several oaths } acknowledged { himself / themselves } to be the and respectively of the within named bargainor, a corporation, and that { he / they } executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said as such and attesting the same by the said as such

WITNESS my hand and official seal at office at on this the day of 19

My commission expires

Notary Public

JUN-9-75 CLERK *7,500.00
JUN-9-75 REGT *7,050.00
JUN-9-75 STAX A* 19.50
JUN-9-75 [illegible] A* 5.00
JUN-9-75 MTGFEE A* .50
JUN-9-75 [illegible] A* 4.00
JUN-9-75 MISC A* .20 * 29.20

INSTALLMENT DEED

FROM

ROBERT A. GREEN, ET UX

TO

WILLIAM BRUCE HENDERSON

Attorneys Title Company
Titles Guaranteed

D01773

IDENTIFICATION REFERENCE

NASHVILLE, TENN.
JUN 9 12 04 PM '75
REGISTER
DAVIDSON COUNTY, TENN.

THIS INSTRUMENT WAS PREPARED BY
JACOBS H. DOYLE, ATTORNEY
428 STAHLMAN BUILDING
NASHVILLE, TENN. 37201

MALLERY REALTY CO
REAL ESTATE-INSURANCE and LOANS
SEE ME BEFORE YOU BUY
OR SELL
YOUR HOME
NASHVILLE, TENN.