Real

This deed prepared by: Farris, Evans & Warfield
18th Floor, Third National Bank Building
Nashville, Tennessee 37219

Installment Deed

BOOK 4937 PAGE 114

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Edward J. Childers, Jr., et ux	Edward J. Childers, Jr.	Map 130-3
(NAME:)	(NAME:)	
503 Lynwood Boulevard	503 Lynwood Boulevard	Par. 27
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37205	Nashville, Tennessee 37205	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Seventy-Five Thousand and no/100 ($75,000.00) *Dollars, of which* Twenty-One Thousand Seven Hundred Fifty ($21,750.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* of Fifty-Three Thousand Two Hundred Fifty ($53,250.00) *Dollars,* Edward J. Childers, Jr., and wife, Katherine H. Childers *have executed* a promissory note payable in Eighty-Six (86) installments each in the amount of Three Hundred Ninety and 75/100 ($390.75) and a final installment which will be the 87th in the sum of Forty-Nine Thousand Fifty-Three and 30/100 ($49,053.30) Dollars which will be due on November 1, 1982. Said installments include interest at the rate of Eight (8%) per cent per annum and is payable to Charles B. McClellan. Said note contains all the terms and conditions of the printed form bearing signatures of makers 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, Charles B. McClellan has ~~does~~ *this day bargained and sold, and ~~do~~ hereby transfer and convey unto the said* Edward J. Childers, Jr., and wife, Katherine H. Childers *their ~~successors~~, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Beginning at the northwest corner of Signal Hill Drive and Lynwood Boulevard; thence with the northerly margin of said Drive westwardly 251.7 feet to the corner of Lots A & B; thence with line between said two lots North 34° 21' East 42.4 feet to a point; thence North 14° 05' East 102 feet to the corner of Lots B & C; thence with the line between said lots North 81° 56' East 174 feet to a point in the westerly margin of Lynwood Boulevard; thence along said margin of Lynwood Boulevard in a southerly direction 262.6 feet to the point of beginning.

Being part of the same property conveyed to Charles B. McClellan and wife, Martha Bass McClellan, by deed from David P. Murray and wife, Mrs. Louise M. Murray, of record in Book 4244, page 734, Register's Office for Davidson County, Tennessee.

Martha Bass McClellan died October 8, 1974.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 75,000.00

Affiant

Subscribed and sworn to before me, this the 28 day of August, 1975

My commission expires: 14 August, 1976

(Affix Seal)

Notary Public

This is ~~unimproved~~ improved (X) property, known as 503 (House Number) Lynwood Boulevard (Street) P. O. Address: Nashville (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Edward J. Childers, Jr., and wife, Katherine H. Childers *their ~~successors~~, heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered* except as herein disclosed and for Metropolitan taxes for 1975 which have been prorated and assumed by Grantees I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Edward J. Childers, Jr., and wife, Katherine H. Childers, their ~~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 Edward J. Childers, Jr., and wife, Katherine H. Childers *hereinafter referred to as trustors, hereby transfer and convey unto* Frank M. Farris, Jr. *, 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 $ 85,000.00 *, 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 Registers 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.

Witness our *hand* s *this* 28th *day of* July, *19* 75, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Charles B. McClellan, Seller

Edward J. Childers, Jr., Buyer

Katherine H. Childers, Buyer

RECORDER'S NOTE: Legibility of Writing, Typing or Printing Unsatisfactory in this Document When Received.

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ } MADISON

Personally appeared before me, Louise R. England, *a Notary Public in and for said County and State,* Charles B. McClellan

the within named bargainor, with whom I am personally acquainted, and who acknowledged that he *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Jackson *Tennessee, this* 28th *day of* July, *19* 75.

Louise R. England *Notary Public*

Commission expires January 17, 1977.

JUL 30 CONV 75,000.00
JUL 30 MORT'G 53,250.00

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

JUL 30 S'TAX A* 195.00
JUL 30 S'TAX A* 51.20
A* .50

Before me, William L. Small *Notary Public of the State and County aforesaid, personally appeared* Edward J. Childers and Katherine H. Childers, *with whom I am personally acquainted, and who, upon oath, acknowledged* themselves *to be* within named bargainors *and acknowledged that* they *executed the within instrument for the purposes therein contained* ~~by signing the name of the corporate party by ... for the purposes therein contained, by signing the name of the corporate party by ...~~

Witness my hand and seal, at office in Nashville, Tennessee, *this* 28th *day of* July, *19* 75

William L. Small *Notary Public*

Commission expires August, 1976

INSTALLMENT DEED

FROM

Charles B. McClellan

TO

Edward J. Childers, Jr., and wife,

Katherine H. Childers

FARRIS, EVANS & WARFIELD
18th Floor, Third National
Bank Building
Nashville, Tennessee 37219
244-5200

D 0 8 9 4 6

IDENTIF. REFERENCE

JUL 30 3 14 PM '75

REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE