Installment Deed

Prepared by J. M. Medlin
300 Jo Robertson Parker Bldg
Nash, Tenn

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James P. Barrow, et ux	same	Map 82-4
(NAME)	BOOK 4589 PAGE 917	
937 West Greenwood Ave.		Parcel 338
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37206		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of twenty thousand dollars----------

----------($20,000.00)----------*Dollars,*

of which five thousand dollars----------

-------($5,000.00)----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder fifteen thousand dollars-----

----------($15,000.00)----------*Dollars,*

James P. Barrow and wife Ruby M. Barrow *have executed* an installment deed note of even date which provides for monthly installments as follows: On the 11th day of December, 1975 the sum of one hundred ninety-eight dollars and twenty-three cents ($198.23), and thereafter a like payment on the 11th day of each consecutive month for one hundred nineteen (119) months. Said payments include interest at ten percent (10%) per annum.

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, Houston T. Frensley and wife Henrietta Frensley,

have this day bargained and sold, and do hereby transfer and convey unto the said

James P. Barrow and wife Ruby M. Barrow, their ~~successors~~, *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Daivdson County, Tennessee, being part of Lot No. 5 on the Plan of A. W. Johnson and G. P. Smith's property, of record in Book 38, page 529, Register's Office for said County, described as follows:

Beginning at a point in the northerly margin of West Greenwood Avenue 300 feet east of the easterly margin of McFerrin Avenue at the southeast corner of the property conveyed to W. Ray Duncan and wife, by deed of record in Book 1097, page 241, said Register's Office; thence along Duncan's easterly line northerly 300 feet to a point, which is 100 feet south of southerly margin of Dayton Avenue; thence easterly and parallel to the northerly margin of West Greenwood Avenue 100 feet to the northwest corner of the property conveyed to Everett L. Ragsdale by deed of record in Book 836, page 85, said Register's Office; thence along Ragsdale's west line southerly 300 feet to the north margin of West Greenwood Avenue; thence with the margin of the same westerly 100 feet to the point of beginning.

Being the same property conveyed to Houston T. Frensley and wife, Henrietta Frensley by deed from J. M. Medlin and A. B. Ivey of record in Book 1784, page 245, said Register's Office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 20000.00

Subscribed and sworn to before me, this the 11th day of November, 1975.

Affiant

My commission expires: October 31st, 1976.

(Affix Seal)

Notary Public

Included but excluded from this conveyance is land in the 27th Ward of Davidson County, Tennessee, being part of Lot No. 5 on the Plan of A. W. Johnson and G. P. Smith's property of record in Book 38, page 529, said Register's Office.

PARCEL NO. I:

Beginning at a point in the northwesterly corner of the property of Houston T. Frensley, said point also in the common boundary line with Grover C. Marlin, thence running easterly 100 feet, more or less, along Frensley's northerly boundary line to a point; thence running southerly 84 feet, more or less along Frensley's easterly boundard line to a point; thence running south 42° 38' 21" west, 148 feet, more or less, to a point on Frensley's westerly boundary line; thence running northerly 196 feet, more or less, along Frensley's westerly boundary line back to the point of beginning.

PARCEL NO. II:

Beginning at a point in the southwesterly corner of the property of H. T. Frensley, said point being also in the north margin of Greenwood Avenue; thence running northerly 50 feet along Frensley westerly boundary line; thence running south 39° 05' 01" east, 70 feet, more or less, to a point on Frensley's southerly boundary, thence running westerly 50 feet along the north boundary line of Greenwood Avenue back to the point of beginning.

This is unimproved ( ) improved (X) property, known as 937 West Greenwood Avenue, 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 James P. Barrow and wife, Ruby M. Barrow, their ~~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* James P. Barrow and wife, Ruby M. Barrow, 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

hereinafter referred to as trustors, hereby transfer and convey unto, *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 $, *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.

BOOK 4969 PAGE 919

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 11 *day of* Nov. *, 19* 75

Houston T. Frensley

Henrietta Frensley

Jam. P Barrow

Ruby M. Barrow

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Sandra Province *, a Notary Public in and for said County and State,* Houston T. Frensley, Henrietta Frensley, James P. Barrow and Ruby M. Barrow,

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* 11th *day of* November *, 19* 75.

Sandra Province *Notary Public*

Commission expires October 31st, 1976.

STATE OF .....
COUNTY OF .....

Personally appeared before me, ..., a Notary Public in and for said County and State, ...

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

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

.....*Notary Public*

Commission expires.....

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 .....self as.....

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

.....*Notary Public*

Commission expires.....

NOV 11 75	CONV	20,000.00			
NOV 11 75	MORT'G	15,000.00			
NOV 11 75	S'TAX		A*	52.00	
NOV 11 75	S'TAX		A*	13.00	
NOV 11 75	PR'FEE		A*	.50	
NOV 11 75	W'DEED		A*	8.00	* 73.50

INSTALLMENT DEED

FROM Houston T. Frensley, et ux

TO James P. Barrow, et ux

D 23841

IDENTIF. REFERENCE

Nov 11 10 30 AM '75

REGISTER
DAVIDSON COUNTY, TENN.

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