Prepared by:
Earl J. Porter, Jr., Atty (MP)
214 Third Avenue, North
Nashville, Tennessee 37201

Installment Deed

BOOK 4990 PAGE 278

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Alan W. Demonbreun, etux	L. A. Newman & Company, Inc.	60-16
(NAME:)	(NAME:)	
216 Capitol View Drive	107 Third Avenue, North	141
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37207	Nashville, Tennessee 37201	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of TWENTY THOUSAND FIVE HUNDRED AND NO/100----------(20,500.00)----------*Dollars,*

of which THREE THOUSAND ONE HUNDRED NINETY-SIX AND 33/100 (3,196.33)----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder SEVENTEEN THOUSAND THREE HUNDRED AND THREE AND 67/100 (17,303.67)----------*Dollars,*

Alan W. Demonbreun and wife, Janet R. Demonbreun

have executed
and delivered their joint promissory note in the principal amount of SEVENTEEN THOUSAND THREE HUNDRED AND THREE AND 67/100 DOLLARS ($17,303.67) payable to the order of "BILLY C. DONNELL AND CLARA W. DONNELL", due and payable in two-hundred and forty (240) monthly installments of ONE HUNDRED SIXTY-SEVEN AND 01/100 (167.01) DOLLARS each, including interest at the rate of ten percent (10%) per annum from date on so much of theprincipal amount of $17,303.67 as remains unpaid from time to time with the remainder of each monthly installment applicable to theprincipal. The first one of said installments falls due February 20, 1976, and the others, one, on the 20th day of each and every succeeding month respectively thereafter until both principal and interest will have been paid in full.

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, we, Billy C. Donnell and wife, Clara W. Donnell,

have this day bargained and sold, and do hereby transfer and convey unto the said Alan W. Demonbreun and wife, Janet R. Demonbreun, their

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the westerly margin of Lot No. 90 on the map of Capitol View Subdivision, as of record in Book 974, pages 52 and 53, Register's Office for said County, described as follows:

Beginning on the southerly margin of Capitol View Avenue, at the corner of Lots Nos. 89 and 90 on said plan; thence with the southerly margin of said Avenue, eastwardly 98 feet to the northwest corner of that part of Lot No. 90 conveyed to Leslie Singleton and wife, by deed from Odell Craighead and wife, of record in Book 2294, page 581, said Register's Office; thence with the said Singleton's western boundary line, southwardly 338 feet, more or less, to said Singleton's southwest corner; thence westwardly 83 feet to the southeast corner of said Lot No. 89; thence with the line between said Lots Nos. 89 and 90, northwardly 342.7 feet to the beginning.

Being the same property conveyed to Billy C. Donnell and wife, Clara W. Donnell, by deed from Margaret Johnson Hardaway and husband, James A. Hardaway, of record in Book 4964, page 935, Register's Office for said County.

This conveyance is subject to a deed of trust executed by Margaret Johnson to Billy C. Donnell,Trustee, dated December 16, 1971, and recorded in Book 4564, page 329, Register's Office for Davidson County, Tennessee, to secure the payment of a note for $9,334.42. However, the seller is to take monthly payments under this deed and pay monthly on said mortgage until the said debt is paid in full with interest.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 20,500.00

Subscribed and sworn to before me, this the 20th day of January 19 76

Affiant

My commission expires: My Commission Expires May 10, 1976 (Affix Seal)

Notary Public

RECEIVED FOR RECORD AND RECORDED IN OFFICIAL RECORDS OF DAVIDSON COUNTY, TENNESSEE

unimproved ( )
This is improved (X) property, known as 216 Capitol View Drive, Nashville, Tennessee 37207
(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 Alan W. Demonbreun and wife, Janet R. Demonbreun, 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.* except for 1976 taxes which have been prorated and assumed by grantees; prior mortgage as set out above of record in Book 4564, page 329, Register's Office said County; and a 20-foot permanent easement and a 10-foot temporary construction easement were granted Metropolitan Government of Nashville and Davidson County, Tennessee, by instrument of record in Book 4155, page 484, Register's Office for Davidson County, Tennessee.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Alan W. Demonbreun and wife, Janet R. Demonbreun, 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 Alan W. Demonbreun and wife, Janet R. Demonbreun, ... *hereinafter referred to as trustors, hereby transfer and convey unto* Earl J. Porter, 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 $ 20,000.00 ....., *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 trust 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 20th *day of* January, *19* 76.

Alan W. Demonbreun

Janet R. Demonbreun

Billy C. Donnell

Clara W. Donnell

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Marie H. Patterson, *a Notary Public in and for said County and State,* Alan W. Demonbreun and wife, Janet R. Demonbreun, and Billy C. Donnell and wife, Clara W. Donnell

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* 20th *day of* January, *19* 76.

Marie H. Patterson *Notary Public*

Commission expires My Commission Expires May 10, 1976

MARIE H. PATTERSON NOTARY PUBLIC DAVIDSON COUNTY

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

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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.....

JAN21 76	CONV	20,500.00			
JAN21 76	MORT'G	17,303.67			
JAN21 76	S'TAX		B*	53.30	
JAN21 76	S'TAX		B*	15.30	
JAN21 76	PR'FEE		B*	.50	
JAN21 76	W'DEED		B*	8.00	* 77.10

INSTALLMENT DEED

FROM Billy C. Donnell and wife, Clara W. Donnell

TO Alan W. Demonbreun and wife, Janet R. Demonbreun

D 32951

IDENTIF. REFERENCE

JAN 21 2 14 PM '76

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
GUARANTY TITLE
Office of

CHICAGO TITLE INSURANCE CO.
L. A. NEWMAN & CO.
REAL ESTATE-LOANS-INSURANCE
NASHVILLE, TENN.
AL 6-0488