BOOK 5003 PAGE 480

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

ELDON J. BALDWIN, et ux
LINDA J. BALDWIN

TO

LAWRENCE D. WILSON, et ux
LORRAINE F. WILSON

For draftsman's use

MAIL pre Baldwin

Alan L. Saturn, Esquire
26th Floor
First American Center
Nashville, Tennessee 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
LAWRENCE D. WILSON (NAME)	S A M E (NAME)	MAP 147-3
232 Welch Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	PAR. 19
Nashville, Tenn. 37211 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	M.P

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

MAR 8 1 49 PM '76

FELIX A. ... REGISTER
DAVIDSON COUNTY, TENN.

D3918 4

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 36,900.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF March, 19 76

Notary Public

MY COMMISSION EXPIRES: 2/7/79

(AFFIX SEAL)

RETURN

FOR AND IN CONSIDERATION OF the sum of THIRTY-SIX THOUSAND NINE HUNDRED AND NO/100---- ($36,900.00) DOLLARS

of which $ 2,046.89 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 in full the balance of an indebtedness owed to ROSSIE D. CARUTHERS, secured by Deed of Trust of record in Book 4413, page 268, with a present outstanding balance of $14,553.11, payable as therein specified, and for the remainder of $20,300.00, Grantees have executed their Promissory Note of even date herewith in said principal amount payable to the order of Eldon J. Baldwin and wife, Linda J. Baldwin as follows: On the First day of April, 1976 the sum of ONE HUNDRED SEVENTY-NINE DOLLARS AND 41/100----($179.41)--DOLLARS and a similar sum on the first day of each succeeding 239 months, which represents payment of principal and interest at the rate of 8.75% per annum. GRANTEES further agree that they shall furnish, at least 30 days before the delinquent date, a paid receipt for taxes to the GRANTORS herein, and shall issue an insurance policy covering the premises herein in the principal amount of the combined total of the mortgages, furnishing a paid receipt for such policy 30 days prior to expiration thereof.

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,

ELDON J. BALDWIN and wife, LINDA J. BALDWIN

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

LAWRENCE D. WILSON and wife, LORRAINE F. WILSON

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

LAND situated in the 5th Civil District of Davidson County, Tennessee being Lot No. 2 beginning on a stake in old road, E.J. Welsh's northwest corner; running thence south 1 1/2° West 23 3/10 poles to the center of road, the northeast corner of Lot No. 1; thence with said center, North 73 1/2° West 11 12/100 poles to a stake in said center, the northwest corner of Lot No. 1; thence North 1 1/2° East 20 6/10 poles to a stake in old road, the northeast corner of Avenue; thence South 87° East 11 poles to the beginning, and containing by survey, 1 acre and 82 poles.

INCLUDED in the above described property but to be expressly EXCLUDED therefrom is the following described property: A strip of land from Station 33+00 to Station 35+80, having an average width of 11 feet and extending 20 feet on the right of the center line Length 280 feet, acreage 0.07.

PARCEL TWO:

LAND in Davidson County, Tennessee, described as follows:
BEING a lot marked "Reserved Parcel B" on the Plan of Herbert Heights, Section 1, as of record in Book 3500, page 28, Register's Office for Davidson County, Tennessee.

SAID "Reserved Lot" fronts 73.01 feet on the northerly side of Welch Road and runs back between lines 135.42 feet on the westerly side and 148.35 feet on the easterly side to a point at the rear, said lot being triangular in shape.

BEING the same property conveyed to Eldon J. Baldwin and wife, Linda J. Baldwin by deed from Clayton Caruthers and wife, Rossie D. Caruthers of record in Book 4413, Page 266, Register's Office for Davidson County, Tennessee.

This is improved property known as 232 Welch Road, Nashville, Tennessee 37211

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

The Note secured by this Deed of Trust may not be assumed by any other person without the express written consent of the Holder of such Note. BOOK 5003 PAGE 481

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 ALAN L. SATURN 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 $ as above 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 5th day of March 19 76

ELDON J. BALDWIN

LINDA J. BALDWIN

LAWRENCE D. WILSON

LORRAINE F. WILSON

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 ELDON J. BALDWIN and wife, LINDA J. BALDWIN, and LAWRENCE D. WILSON and wife, LORRAINE F. WILSON 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 5th day of March, 19 76

Notary Public

Commission expires 10/26/78

STATE OF TENNESSEE
COUNTY OF DAVIDSON

MAR-8 76 CONV 36,900.00
MAR-8 76 MORT'G 20,300.00
MAR-8 76 S'TAX B* 95.94
MAR-8 76 S'TAX B* 18.50
MAR-8 76 PR'FEE B* .50
MAR-8 76 W'DEED B* 4.00 * 118.74

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