BOOK 5025 PAGE 972 104-14

141 pw

INSTALLMENT DEED

For and in Consideration of the sum of TWENTY THOUSAND ($20,000.00)---------- Dollars,

of which FOUR THOUSAND ($4,000.00)---------- Dollars,

has been paid in cash by Douglas C. and Ginger C. Beauchamp

the receipt of which is hereby acknowledged, and for the remainder SIXTEEN THOUSAND ($16,000.00)---------- Dollars,

the said Douglas C. Beauchamp and Wife, Ginger C. Beauchamp have executed a promissory note, of even date herewith, in the principal sum of $16,000.00, payable to the order of Charles and Wilma Thomas, payable in monthly installments of $138.86, with interest at the rate of 8½%, to continue until the total of principal and accrued interest is paid.

all of said notes ~~bearing six per cent interest from date, and~~ providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, Charles M. Thomas and Wife, Wilma K. Thomas

have this day bargained and sold, and do hereby transfer and convey unto the said Douglas C. Beauchamp and Wife, Ginger C. Beauchamp ~~their~~ heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being part of Lot No. 26 on the Plan of Belaire, as of record in Book 332, page 6, Register's Office for said County, described according to a survey made by S. R. Sanford, Jr., Surveyer, September 30, 1943, as follows:

Beginning on the northerly margin of Woodlawn Drive as now established, formerly Belaire Avenue, at a point 61 feet west of the dividing line between lots Nos. 25 and 26; thence with the northerly margin of said Drive, westwardly 65.41 feet; thence northwardly and parallel with the dividing line between said two lots, 193.31 feet to a point 192 feet south of the southerly margin of Westwood Avenue; thence eastwardly and parallel with the southerly margin of Westwood Avenue, 65 feet to a point 61 feet west of the dividing line between said lots Nos. 25 and 26; thence southwardly 187.8 feet to the beginning.

INCLUDED in this description but specifically EXCLUDED is the portion of land conveyed to the State of Tennessee, of record in Book 4895, page 255, Register's Office for Davidson County, Tennessee, described as follows:

Beginning at a point in the north margin of Woodlawn Drive, said point being along the said north margin 304.4 feet westwardly from the west margin of Natchez Trace; thence along the said north margin along a curve left having a radius of 602.96 feet for 22.0 feet to a point; thence north 7 degrees east 9.0 feet to a point; thence south 65 degrees, 15 minutes east 23.0 feet to the point of beginning and containing 100 square feet.

Being the same property conveyed to Charles M. Thomas and Wife, Wilma K. Thomas, by deed from Southeastern Land Development, of record in Book 2960, page 325, Register's Office of Davidson County, Tennessee.

This is improved (X) unimproved ( ) property, know as 2808 Woodlawn Drive, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Douglas C. Beauchamp and Wife, Ginger C. Beauchamp, 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 Douglas C. Beauchamp and Wife, 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 day in hand paid, we, the said Douglas C. Beauchamp and Wife, Ginger C. Beauchamp

do hereby transfer and convey unto Alfred J. Haislip, 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 Douglas C. Beauchamp and Wife, Ginger C. Beauchamp

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 $16,000.00 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 interst 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 Douglas and Ginger Beauchamp 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; if 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 trust 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 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 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 Douglas C. and Ginger C. Beauchamp 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 Alfred J. Haislip, Trustee, shall be vested in said successor.

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 Charles M. and Wilma K. Thomas and Douglas C. and Ginger C. Beauchamp hereunto set our hands at Nashville, Tennessee, this the 12th day of May 1976

Charles M Thomas
Wilma K. Thomas
Douglas C. Beauchamp
Ginger C. Beauchamp

STATE OF TENNESSEE
Davidson County

Personally appeared before me, JOHN R BRADEN, a Notary Public in and for said County and State, the within named Charles M. and Wilma K. Thomas and Douglas C. and Ginger C. Beauchamp

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 12th. day of May, 19 76.

My Commission Expires MAY 20, 1978
Commission Expires

JOHN R. BRADEN, JR. NOTARY PUBLIC DAVIDSON COUNTY

Notary Public

STATE OF
County.

Personally appeared before me, , a Notary Public in and for said County and State, the within named

the 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 }

5025 PAGE 975

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared .....,

with whom I 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 .....

(over for additional acknowledgements)

MAY 17 76	CONV	20,000.00		
MAY 17 76	MORT'G	16,000.00		
MAY 17 76	S'TAX		B* 52.00	
MAY 17 76	S'TAX		B* 14.00	
MAY 17 76	PR'FEE		B* .50	
MAY 17 76	DEED		B* 8.00	* 74.50

Mail To: Douglas Beauchamp
2808 Woodlawn Dr.
37212

INSTALLMENT DEED

FROM Charles M and Wilma K. Thomas

TO Douglas C. and Ginger C. Beauchamp

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

D 49537

IDENTIF. REFERENCE

MAY 17 2 10 PM '76

FELIX Y. WILSON REGISTER
DAVIDSON COUNTY, TENN.

TOOLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Douglas C. Beauchamp et ux (NAME)	New Owner (NAME)	
2808 Woodlawn Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37205 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Wilson and Wilkes
Attorney's-At-Law
Suite 200, 328 22nd Ave N.
Nashville, Tennessee 37203

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ ~~20,000.00~~ 2000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12 DAY OF May, 1976.

Notary Public

MY COMMISSION EXPIRES My Commission Expires AUG. 30, 1977

(AFFIX SEAL)