BOOK 5054 PAGE 137

Installment Deed

THIS INSTRUMENT PREPARED BY:
Bass, Berry & Sims
2700 First American Centr

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Mr.&Mrs. Adell Burney	Same	Map Peek
(NAME:)	(NAME:)	70-1
2816 Tucker Road		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	61 pt
Nashville, TN		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Thirty-Thousand ($30,000)---------- *Dollars,*

of which Three Thousand ($3,000)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twenty-Seven Thousand ($27,000)----- *Dollars,*

Adell Burney and wife, Ida Burney, ("Grantees") *has* ~~have~~ *executed*

a promissory note of even date herewith in the principal sum of Twenty-Seven Thousand ($27,000.00) Dollars, with interest on the unpaid balance thereof at the rate of eight and one-half (8-1/2%) per cent per annum, payable in monthly installments of principal and interest aggregating Two Hundred and Fifty ($250.00) Dollars each

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, Eunice E. Bauman ("Grantor")

has ~~have~~ *this day bargained and sold, and* ~~do~~ *does hereby transfer and convey unto the said* Adell Burney and wife, Ida Burney, their ~~successors~~, *heirs and assigns, certain real estate in Davidson County, Tennessee, as* ~~more fully~~ described on Exhibit A, which is attached hereto and incorporated herein by reference.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 30,000.00

Subscribed and sworn to before me, this the 16th day of July, 1976

K. J. EARTHAUME
Notary Public
Davidson County, Tenn.
(Affix Seal) My Commission Expires
AUGUST 28, 1981

Affiant

Notary Public

My commission expires:

This is improved ~~unimproved~~ ( ) property, known as 2816 Tucker Road (House Number) (Street), Nashville, Tennessee 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 Grantees *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.*

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantees, 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 Adell Burney and wife, Ida Burney

hereinafter referred to as trustors, hereby transfer and convey unto Michael S. Peek, *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 $ actual value *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.

Trustors further agree that (See Exhibit B)

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 3rd day of August, 1976., *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Eunice E. Bauman

Eunice E. Bauman

Adell Burney

Adell Burney

Ida Burney

Ida Burney

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Michael S. Peek, *a Notary Public in and for said County and State,* Adell Burney and Ida Burney,

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* 3rd *day of* August, *19*76.

Michael S. Peek
Notary Public

MICHAEL S. PEEK NOTARY PUBLIC DAVIDSON COUNTY, TENNESSEE

Commission expires March 10, 1979

STATE OF Minnesota)
COUNTY OF Ramsey)

Personally appeared before me, K. J. Berthiaume, a Notary Public in and for said County and State, Eunice E. Bauman, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at St Paul, Minn, this 27th day of July, 1976.

K. J. BERTHIAUME
Notary Public
Ramsey County, Minn.
My Commission Expires
AUGUST 28, 1981

K. J. Berthiaume
NOTARY PUBLIC

Commission expires:

INSTALLMENT DEED

FROM
Eunice E. Bauman

TO
Adell Burney, and wife
Ida Burney

Compliments of
GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

A tract of land in the 13th, formerly the 23rd Civil District of Davidson County, Tennessee, being Lots Nos. 8 and 9 on the Map of Mrs. Sarah A. McIntosh's Subdivision of certain lots in the old Daniel Young Tract of land, as of record in Book 332, page 71, Register's Office for said County, described as follows:
Beginning in the center of New Bridge Road at the corner of Lots Nos. 7 and 8; thence with the line between said two lots north 67-1/2° east 706-1/2 feet, more or less, to the center of a 40-foot unnamed road; thence with the center of said road northwardly 631 feet; thence north 84-1/2° west to the center of Whites Creek; thence with the center of said creek, in a southwesterly direction to a point in the center of the bridge over said creek, opposite the center of New Bridge Road; thence southeastwardly to the center of the said New Bridge Road; thence with the center of said road south 22-1/2° east 226 feet, more or less, to the beginning.

Included in the above description, but specifically excluded therefrom is the followin described property:
Land in the 13th, formerly the 23rd, Civil District of said County and State, being the southerly 2 acres of Lot No. 8 on the Map of Mrs. Sarah A. McIntosh's Subdivision of certain lots in the Old Daniel Young Tract of land, as of record in Book 332, page 71, Register's Office for said County, described according to a survey made by Z. J. Wilkinson, Surveyor, July 9, 1957, as follows:
Beginning at a point in the center of Tucker Road at the northwest corner of the Northerly part of Lot No. 7 on said plan conveyed to Woodrow W. Kizer and wife, by Curtis James Glasgow, Sr., and wife, by deed of record in Book 2591, page 401, said Register's Office; thence with the center of said road, north 22° 31' west 90 feet to a point 245 feet southerly from the intersection of the center line of said road and the center line of Whites Creek; thence north 62° east 707 feet to the center of an unnamed 40-foot road; thence with the center of said road, south 22° 30' east 158 feet to the northeast corner of said Kizer property; thence with Kizer's northern boundary line, south 67° 30' west 703 feet to the beginning.

Being the same property conveyed to Eunice E. Bauman, by deed from Henry Gray Sexton and wife, Jewell Sexton, of record in Book 4619, page 507, Register's Office for said County.

E X H I B I T A

If all or any part of the said property or any interest therein is sold or transferred by trustors without Grantor's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Installment Deed, or (b) a transfer by devise, descent or by operation of law upon the death of a joint tenant, Grantor may, at Grantor's option, declare all the sums secured by this Installment Deed to be immediately due and payable.

x Eunice E. Bauman
Eunice E. Bauman

Adell Burney

Ida Burney
Ida Burney

D61844

IDENTIF. REFERENCE T

AUG 5 8 52 AM '76

FELIX A. ELLIS REGISTER
DAVIDSON COUNTY, TENN.

EXHIBIT B

AUG-5-76	CONV	30,000.00			
AUG-5-76	MORT'G	27,000.00			
AUG-5-76	S'TAX		B*	78.00	
AUG-5-76	S'TAX		B*	25.00	
AUG-5-76	PR'FEE		B*	.50	
AUG-5-76	W'DEED		B*	8.00	* 111.50