Prepared By: R. MARSHALL
Attorney at Law
Nashville, Tennessee 37201

Installment Deed

BOOK 5073 PAGE 594

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mrs. Lorene H. Thompson	Mrs. Lorene H. Thompson	117-4
(NAME:) 1700 Cedar Lane	(NAME:) 1700 Cedar Lane	245
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn. 37212	(STREET ADDRESS) Nashville, Tennessee 37212	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Twenty Thousand and no/100 ($20,000.00) - *Dollars,*

of which Five Thousand Eight Hundred and no/100 ($5,800.00) - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Fourteen Thousand Two Hundred and no/100 ($14,200.00) - - - - - - - - - - - - - - - - *Dollars,*

LORENE H. THOMPSON

has executed

and delivered her one certain promissory note, of even date herewith, said note bearing interest from date at the rate of eight (8%) percent per annum, which said note and accrued interest is due and payable in one hundred twenty (120) equal monthly installments in the sum of $172.29 each, which include principal and accrued interest monthly, the first of said installments being due and payable on the 1st day of November, 1976, and a like installment being due and payable on the 1st day of each month thereafter until the whole of said principal and interest is fully paid. Said installments will be first credited to accrued interest from date monthly, and the remainder credited to principal,

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.,

LUCILE H. MARSHALL and husband, RICHARD MARSHALL,

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

LORENE H. THOMPSON

HER *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, being Lot No. 86 on the Map of Belmont Terrace, as of record in Book 421, page 101, Register's Office for Davidson County, Tennessee, described as follows:

BEGINNING on the northerly margin of Cedar Lane, at the corner of Lots Nos. 85 and 86; thence northerly with the line between said two lots, 160 feet to the southerly margin of an alley; thence with the southerly margin of said alley, eastwardly 63.7 feet to the westerly margin of Oakland Avenue; thence with the westerly margin of said Avenue, southerly 139.2 feet to the beginning of a curve; thence around said curve 32.2 feet to the northerly margin of Cedar Lane; thence with the northerly margin of said lane, westerly 49.3 feet to the beginning.

BEING the same property conveyed to Lucile H. Marshall by Quitclaim Deed from Richard Marshall, recorded in Book 4549, page 133, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 20,000.00

Affiant

Subscribed and sworn to before me, this the 30th day of September, 1976

My commission expires:

(Affix Seal)

Notary Public

A previous owner of said property constructed a concrete block garage close to the northwest corner of the residence. This concrete block garage extends over onto the adjoining lot, which is Lot No. 85 on said Map, approximately two feet. Grantor conveys herein to Grantee an easement on said Lot No. 85 as far as said concrete block garage as now established is concerned to use and maintain that portion of said garage which rests on Lot No. 85, but only during the time that said garage remains on said property without enlargement, conversion to other uses or modification in any form; and when said garage ceases to exist as a garage, this easement willcease and terminate and be of no further force or effect. No warranty is included in this easement.

SEP 30 76	CONV	20,000.00				
SEP 30 76	MORT'G	14,200.00				
SEP 30 76	S'TAX		B*	52.00		
SEP 30 76	S'TAX		B*	12.20		
SEP 30 76	PA'FEE		B*	.50		
SEP 30 76	W'DEED		B*	6.00	*	70.70

unimproved ( ) / This is improved (X) property, known as 1700 Cedar Lane, Nashville, Tennessee 37212
(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 LORENE H. THOMPSON, her *(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 by 1976 taxes, which have been pro-rated between the parties, and as pro-rated assumed by Grantee.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* LORENE H. THOMPSON, her *(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 LORENE H. THOMPSON, a widow, *hereinafter referred to as trustors, hereby transfer and convey unto* RICHARD MARSHALL, *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 $ 15,000.00, *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.

BOOK 5073 PAGE 596

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 30th *day of* September, *19* 76

D70395

IDENTIFICATION REFERENCE

SEP 30 10 48 AM '76

REGISTER DAVIDSON CO. TENN.

Lucile H. Marshall

Lucile H. Marshall

Richard Marshall

Richard Marshall

Lorene H. Thompson

Lorene H. Thompson

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Judy L Anderson, *a Notary Public in and for said County and State,* LUCILE H. MARSHALL, RICHARD MARSHALL and LORENE H. THOMPSON,

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, Davidson County, *Tennessee, this* 30th *day of* September, *19* 76

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Judy L Anderson *Notary Public*

Commission expires 7-28-80