This instrument prepared by: JACKSON, TANNER & REYNOLDS
216 Third Avenue, North
Nashville TN 37201

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Clarence Eugene Wood etux	SAME BOOK 5079 PAGE 676	Map 42-16
(NAME:) 312 W. Due West	(NAME:)	Par 56
(STREET ADDRESS OR ROUTE NUMBER) Madison TN 37115	(STREET ADDRESS)	11D-15550
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of

NINE THOUSAND FIVE HUNDRED and no/100 --- ($9,500.00) --- *Dollars,*

of which

NONE ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder

NINE THOUSAND FIVE HUNDRED and no/100 --- ($9,500.00) ------ *Dollars,*

Clarence Eugene Wood and wife, Evelyn Green Wood, ha ve *executed* their joint promissory note of even date herewith, payable to R. H. Wood, in monthly installments as follows: On the 1st day of October 1976, the sum of Seventy Five ($75.00) Dollars, and thereafter a like sum of $75.00 on the 1st day of each succeeding month until a total of one hundred twenty (120) payments of $75.00 each have been made, and the 121st payment to be in the amount of $500.00. Said note bears no interest. If any of the installments under said note are still outstanding, due and payable at the time of the death of R. H. Wood, the entire remaining indebtedness shall be cancelled,

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, R. H. Wood and wife, Frances Wood,

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

Clarence Eugene Wood and wife, Evelyn Green Wood,

their *(successors), heirs and assigns,*

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

Being the easterly 50 feet and part of the westerly 50 feet of the easterly 100 feet of Lots Nos. 47 and 48 on the Plan of Douglas Levine Subdivision, Madison, Tennessee, as shown of record in Book 547, page 44, Register's Office for Davidson County, Tennessee.

Said easterly 50 feet of Lots Nos. 47 and 48 front 50 feet on the northerly side of Woodruff Street and run back between parallel lines with the westerly margin of Douglas Street 200 feet to a dead line.

Said part of the westerly 50 feet of the easterly 100 feet of said Lots begins on the southerly line of Lot 49 on said Plan and fronts 50 feet on said line and runs back between parallel lines 50 feet in the direction of Woodruff Street. The said property is the last 50 feet of Lots Nos. 47 and 48 where said Lots 47 and 48 join the property of Robert Wood at the south line of Lot No. 49 on said Plan.

Being part of the same property conveyed to R. H. Wood and wife, Frances Wood, by deed from R. H. McNish and E. M. McNish, as shown of record in Book 932, page 249, Register's Office for Davidson County, Tennessee, and the same property conveyed to R. H. Wood and wife, Frances Wood, by deed from Edward Miller and wife, Myrtle Miller, as shown of record in Book 1019, page 287, Register's Office for Davidson County, Tennessee.

THERE IS INCLUDED IN THE ABOVE DESCRIPTION, but expressly EXCLUDED from this conveyance, the following described property:

Land in Davidson County, Tennessee, and being part of the easterly 50 feet of Lots Nos. 47 and 48 on the Plan of Douglas Levine Subdivision as of record in Book 547, page 44, Register's Office for Davidson County, Tenn.

Said part of said Lots fronts 50 feet on the northerly margin of Woodruff Street and runs back between parallel lines on the easterly line 106.9 feet along the westerly margin of Douglas Street and on the westerly line 107.1 feet to a dead line in the rear.

Being the same property conveyed to Dennis H. Evitts and wife, Delice C. Evitts, by deed of record in Book 2023, page 1, and by Deed of Correction of record in Book 2295, page 457, 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 $9500.00

Clarence Eugene Wood Affiant

Subscribed and sworn to before me,
this 1st day of October 1976.

Notary Public

My commission expires August 20, 1979

unimproved ( )
This is improved (X) property, known as 221 (House Number) Douglas Street (Street) P. O. Address: Madison, Tenn. 37115 (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Clarence Eugene Wood and wife, Evelyn Green Wood, 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.*

We *further covenant and bind* ourselves/our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Clarence Eugene Wood and wife, Evelyn Green Wood, 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 Clarence Eugene Wood and wife, Evelyn Green Wood, *hereinafter referred to as trustors, hereby transfer and convey unto* John R. Reynolds, *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 $....., 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 cost 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 5079 PAGE 678

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 1st *day of* October *19* 76.

D 7 3 1 3 9

IDENTIFICATION REFERENCE

OCT 19 3 44 PM '76

REGISTER DAVIDSON COUNTY, TENN.

R. H. Wood

Frances Wood

Clarence Eugene Wood

Evelyn Green Wood

OCT 19 76	CONV	*9,500.00			
OCT 19 76	MORT'G	*9,500.00			
OCT 19 76	S'TAX		B*	24.70	
OCT 19 76	S'TAX		B*	7.50	
OCT 19 76	PR'FEE		B*	.50	
OCT 19 76	M'DEED		B*	6.00	* 38.70

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned *, a Notary Public in and for said County and State,* R. H. Wood and wife, Frances Wood, and Clarence Eugene Wood and wife, Evelyn Green Wood, *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* 1st *day of* October *, 19* 76

Notary Public

Commission expires August 20, 1979