BOOK 5130 PAGE 874

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM
Baker & Freeman, Inc.

TO
Jack W. Tenzel and

J. Alan Burroughs

For draftsman's use

Prepared by: mail

John G. Doak, Attorney
2525 Lebanon Rd.
Nashville, Tenn. 37214

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Jack W. Tenzel and J. Alan Burroughs (NAME)	Same (NAME)	MAP 92-15
201 - 22nd Ave. N. 1 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	PAR. 114, 113
Nashville (CITY) (STATE) (P. O. ZIP) 37215	(CITY) (STATE) (ZIP)	m.p

(FOR REGISTER'S USE)

IDENTIFIC REFERENCE

APR 4 2 15 PM '77

REGIST
DAVIDSON COUNTY, TENN.

D96897

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 425,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31st DAY OF March 77

Notary Public

MY COMMISSION EXPIRES: Nov 25 1980

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Four Hundred Twenty Five Thousand and no/100 ($425,000.00) DOLLARS

of which $ 3,198.41 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 executed a "wrap-around" installment deed note of even date payable to the order of Baker & Freeman, Inc., in the original, principal amount of $421,801.59 payable in equal, successive, monthly installments of $3,001.17 per month for the first five years, including principal and interest at the rate of 8% per annum and thereafter on April 1,1982 grantees shall make a principal payment of $175,000.00 together with accured interest in the amount of $1,166.67; and take over the payments on the underlying first mortgage of record in Book 4958, page 516, Register's Office for Davidson County, Tennessee, which mortgage shall at that time have an approximate principal balance of $233,182.96; the 1st such payment of principal and interest due 1 May, 1977.

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,

Baker & Freeman, Inc.

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

Jack W. Tenzel and J. Alan Burroughs

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

TRACT 1:
LAND in Davidson County, Tennessee, being part of Lot No. 1 on the Plan of Dodd's Subdivision of part of the Elliston Property of record in Book 161, page 43, Register's Office for said County and described according to a survey thereof made for George W. Watkins, Surveyor, February 28, 1956, as follows:

BEGINNING at a point in the northerly margin of Elliston Place at the corner of Lots 1 and 2, which is 104.8 feet west of the west margin of 22nd Ave. North; thence with the line between said lots northerly 172.3 feet to a point in the south margin of an alley, which point is 100 feet west of the west margin of 22nd Avenue North; thence westerly along the south margin of said alley 44 feet to a point in the east line of another alley; thence with the margin of the last mentioned alley, southerly 47 feet to a point at a turn in said alley, continuing with the margin of said alley, westerly 6 feet to a point; thence southerly 141 feet to the north margin of Elliston Place; thence with the margin of the same, easterly 52.4 feet to the point of beginning.

TRACT 2:

This is unimproved ( ) improved ( ) property, known as 201 22nd Ave. N & 207 22nd Ave. N. (House Number) (Street) P. O. Address: Nashville, Tennessee (City or Town) (Postal Zone)

Legal description continued on attached page..

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 John G. Doak 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 full insurable value 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 expresly 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 31st day of March 19 77

BAKER & FREEMAN, INC.

BY: R. E. Baker

R. E. Baker, President

Jack W. Tenzel

J. Alan Burroughs

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 Jack W. Tenzel and J. Alan Burroughs

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 31st day of March, 19 77

Mary Clemons, Notary Public.

MARY CLEMONS NOTARY PUBLIC DAVIDSON COUNTY TENN.

Commission expires Nov. 12, 1980

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared R. E. Baker, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be president of the Baker & Freeman, Inc., the within named bargainor, a corporation, and that he as such president, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as president.

Witness my hand and seal, at office in Nashville, this 31st day of March, 19 77

Mary Clemons, Notary Public.

MARY CLEMONS NOTARY PUBLIC DAVIDSON COUNTY TENN.

Commission expires Nov. 12, 1980

Legal Description Continued:

TRACT 2:
LAND in Davidson County, Tennessee, being a part of Lot No. 2 in the Subdivision of Lots Nos. 12 and 19 and the east half of Lots Nos. 11 and 18 of the Elliston Property, a plan of which subdivision is recorded in Plat Book 161, page 43, of the Register's Office for Davidson County, Tennessee.

SAID part of Lot No. 2 is described as follows: BEGINNING at Church Street at the dividing line between said lot No. 2 and Lot No. 1, running thence in an easterly direction along the margin of Church Street 45.15 feet; thence in a northerly direction and parallel with the dividing line between Lots No. 2 and No. 1 to the alley in the rear thereof; thence in a westerly direction 43 feet along the margin of said alley; thence in a southerly direction 181.3 feet along said dividing line to said beginning corner; BEING the western 45.5 feet of said Lot No. 2, measured by its frontage on Church Street (Elliston Place).

TRACT 3:
LAND in Davidson County, Tennessee, being Lot No. 3 and the easterly 7 feet of Lot No. 2 on the Plan of the Subdivision of Lots Nos. 12 and 19 and the easterly half of Lots Nos. 11 and 18 of the Elliston Plan, as of record in Book 161, page 43, Register's Office for Said County.

SAID Lot No. 3 and part of Lot No. 2 are described according to a survey made September 11, 1954, by Hal R. Swann, Jr., Surveyor, as adjoining and fronting together 59.9 feet on the northerly margin of Elliston Place (formerly an extension of Church Street) and extending back northwardly 159 feet on the westerly line, and 141.3 feet on the easterly line and long the westerly margin of Twenty Second Avenue, North to an alley in the rear on which said Lot and part of lot measure 57 feet.

TRACT 4:
LAND in Davidson County, Tennessee, being Lot No. 4 on the Map of Dodd's Subdivision of the Elliston Lots, of record in Book 161, page 43, Register's Office for said County.

SAID Lot No. 4 fronts 42 feet on the westerly side of Twenty Second Avenue North, and runs back between parallel lines, along the northerly margin of an alley, 144 feet to another alley in the rear.

GRANTORS hereby sell, transfer and convey unto Grantees all right, title and interest Grantors may have in the alley which runs along the southerly line of Lot 4, and along the rear or northerly lines of Lots 1,2, and 3 of said Subdivision which alley was abandoned and closed by Metro Bill #67-105 signed by the Mayor in February 23, 1967.

BEING the same property conveyed to Baker & Freeman, Inc. by deed from Thomas M. McIntyre, Trustee of record in Book 4958, page 516, Register's Office for Davidson County, Tennessee.

*Except for a vendor's lien retained by Thomas M. McIntyre, Trustee of record in Book 4958, page 516, which grantor agrees to pay when and as due until May 1, 1982 at which time grantees will assume and commence to pay the balance of the underlying mortgage indebtedness which shall at that time have an approximate principal balance of $233,182.96.

APR-4[illegible]	CONV	*	[illegible]	$25,000.00	
APR-4[illegible]	MORTG	*	[illegible]	$21,801.59	
APR-4[illegible]	S'TAX		B*	1,105.00	
APR-4[illegible]	S'TAX		B*	419.80	
APR-4[illegible]	PRFEE		B*	.50	
APR-4[illegible]	W'DEED		B*	6.00	* 1,531.30