BOOK 5131 PAGE 133

This Form furnished by Attorneys Title Company, Inc. **INSTALLMENT DEED** Form No. WD-4

FROM

G. N. Jones and wife,

Faye G. Jones

TO

Richard C. Conrad and wife,
Linda Conrad

For draftsman's use

Prepared by: Rothelle & Callis
Mt. Juliet Professional Bldg.
Mt. Juliet, Tenn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Richard C. Conrad et ux (NAME)	Gerald N. Jones (NAME)	Map 75-9
2035 Oakwood Dr. (STREET ADDRESS OR ROUTE NUMBER)	P. O. BOX 493 (STREET ADDRESS)	Parcel 10
Nashville, Tn. (CITY) (STATE) (P. O. ZIP)	Mt. Juliet, Tn. 37122 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

TENTIVE REFERENCE

APR 5 10 03 AM '77

FEE

STATE OF TENNESSEE }
COUNTY OF Davidson }

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

$ 19,900.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30 DAY OF Mar 19 77.

Notary Public

MY COMMISSION EXPIRES: 5/24/78

(AFFIX SEAL)

D 9701 2

FOR AND IN CONSIDERATION OF the sum of Nineteen Thousand Nine Hundred ($19,900.00) DOLLARS

of which $ 700.00 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 their one promissory note of even date herewithin the principal sum of $19,200.00, payable to the order of G.N. Jones and wife, Faye G. Jones bearing interest at Nine and one-half (9½%) per cent per annum, with monthly installments in the sum of $161.46, including both principal and interest, the first monthly installment being due on the 1st day of April, 1977, and thereafter a like sum of the first say of each consecutive succeeding month until fully paid, both principal and interest. Payments when made will be applied first to interest due, balance to principal. Grantees agree to pay additional sum monthly equal to 1/12th of the annual realty taxes in 1/12th annual hazard insurance premium. A late chare in the sum of $10.00 will be paid in the monthly installment not paid on or before due date.

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,

G. N. JONES AND WIFE, FAYE G. JONES

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

RICHARD C. CONRAD AND WIFE, LINDA CONRAD

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Two tracts of land in the 12th, formerly the 17th Civil District of Davidson County, Tennessee, described according to a survey made by George W. Watkins, Surveyor, March 17, 1951, as follows: TRACT 1: Beginning at a point on the easterly margin of Oak WOOD Avenue, 10 feet north of the center of an abandoned 20 foot road, the northwest corner of Lot No. 14 on the Plan of Joywood Heights, Section No. 1. as of record in Book 1130, Page 91, Register's Office for said County; thence with the northern boundary line of said Lot No.14 and a stone wall eastwardly 200 feet to an iron pin; thence northwardly 130 feet to a point 10 feet north of an iron pin; thence westwardly 200 feet to the easterly margin of OakWOOD Avenue, unopened; thence with the easterly margin of said Avenue southwardly 130 feet to the beginning. TRACT 2: Beginning at a point in the easterly margin of Oakwood Avenue, extended, said point being the northwest corner of the property conveyed to the grantees herein, by deed from grantors herein, of record in Book 2011, Page 639, Register's Office for said County; thence northerly with said margin of said Avenue 25 feet to a point; thence south 87° 35' east 200 feet to a point; thence southerly and parallel with the eastwely margin of Oakwood Avenue, extended 25 feet to a point, the northwest corner of the property conveyed to the said Fosters, by said deed; thence westerly with Foster's northerly line, 200 feet.to the beginning. Being the same property conveyed to G.N. Jones et ux, Faye G. Jones by deed of record in Book _____, Page _____, R.O.D.C., Tennessee. (Continued on Attached Sheet)

This is improved ( ) unimproved ( ) property, known as _____ (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 Robert I. Callis 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 $ins. 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 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 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 30th day of March 1977.

G.N. JONES

FAYE G. JONES Faye G Jones

RICHARD C. CONRAD

LINDA CONRAD Linda L Conrad

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named G. N. Jones and wife, Faye G. Jones and and Richard C. Conrad and wife, Linda Conrad 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 Tenn Tennessee, this 30th day of Mar, 1977.

Gerald B McArthur, Notary Public.

Commission expires 5/24/78

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared ....., with whom I am 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 .....

Continued from Page 1
Installment Deed
From: G. N. Jones and wife,
Faye G. Jones
To: Richard C. Conrad and
wife, Linda Conrad

This conveyance is made subject to a first Deed of Trust payable to Fidelity Federal of record in Book 4891, Page 121, Register's Office of Davidson County, Tennessee and a second Deed of Trust payable to Commerce Union Bank of record in Book 4891, Page 131, Register's Office of Davidson County, Tennessee not assumed by Buyers which Sellers agree to pay in accordance with the terms thereof, which encumbrances are subordinated to and enbraced within the Installment Deed Note obligation created herein by this Installment Deed and which the holder of the note secured by this instrument agrees to amortized out of the payments received on said note.

APR-57	CONV	19,900.00			
APR-57	MORT'G	19,200.00			
APR-57	S'TAX		B*	51.74	
APR-57	S'TAX		B*	17.20	
APR-57	FR'FEE		B*	.50	
APR-57	W'DEED		B*	6.00	* 75.44