BOOK 5137 PAGE 324

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

Donald R. O'Guin, Sr.

and wife Catherine Regenia

TO

Benton Lee Byers

and wife Vivian V. Byers

For draftsman's use

Prepared by
Bob J. Lee
W. 1st Street
Nash. Tenn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Benton Lee Byers (NAME)	Donald R. O'Guin, Sr. (NAME)	Map 136
2651 Smith Springs Rd. (STREET ADDRESS OR ROUTE NUMBER)	1006 Forrest Avenue (STREET ADDRESS)	Par. 48
Nashville, Tn. 37206 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37206 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

APR 18 3 41 PM '77

REGISTER
DAVIDSON COUNTY, TENN.

D 99315

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 5,400.00 Benton Lee Byers
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 6th DAY OF December 1974.

Bob J. Lee
Notary Public

MY COMMISSION EXPIRES: June 20, 1978

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Fifty-four hundred dollars and no cents DOLLARS

of which $ 125.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees agree to pay the balance of five thousand two hudred, seventy-five dollars and no cents(5,275.00). in the hereinafter describer manner. The balance of five thousand, two hundred, seventy-five dollars and no cents (5,275.00) is agreed to be paid by the purchasers to the sellers sixty-eight dollars and twenty-five cents (68.25) per month which includes principal and interest and the further sum of seven dollars and fifty cents (7.50) per month which shall be escrowed to pay the taxes and thereafter the further sum of eight dollars and no cents (8.00) per month which shall be escrowed to pay the hazard insurance for a total monthly payment of eighty-three and seventy-five cents (83.75) dollars per month. Should the taxes or insurance be increased then the Purchasers shall bear the expenses of the increase and the money payment shall be increased a sufficient amount to pay increase.

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,

To Donald R. O'Guin, Sr. and wife Catherine Regenia

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Benton Lee Byers and wife Vivian V. Byers

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Land in the 2nd, formerly the 5th Civil District of said county and State, being part of Lot No. 3 on the Plan of the Division of the Estate of John C. Estes, deceased, as of record in Minute Book J, Page 170, County Court for said County, described according to a survey made by George W. Watkins, Surveyor, dated July 28, 1958. When said contract is paid in full, the Sellers will furnish the Purchasers a Warranty Deed clear of all debts. The Purchasers hereby agree and covenant that if default shall be made in the payment of should the purchasers violate any of the covenants of this agreement, the Purchasers shall become tenants at Sufferance, hereby waiving all rights of notice, and the sellers shall be entitled immediatly to reenter and re-take possession of the devised premises. All conditions of the first mortgage to United American Savings and Loan Association are transfered to the Sellers Donald R. O'Guin and Catherine Regenia O'Guin and may be expressed or exercised in reguard to this installment deed.

APR 18 CONV *5,400.00
APR 18 MORT'G *5,275.00
APR 18 S'TAX
APR 18 S'TAX B* 14.04
APR 18 PR'FEE B* 3.30
APR 18 B* 4.00 * 21.84

This is unimproved (X) improved ( ) property. Known as 2651 Smith Springs Rd, Nashville, Tennessee
(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 _____ 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 $ _____ 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 6 day of December 19 74.

Donald R. Brooks — Benton Lee Byers

Catherine Regenia O'Brien — Vivian V. Byers

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Bob T. Lee, a Notary Public in and for said County and State, the within named Benton Lee Byers and wife Vivian V.

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 Davidson County, Tennessee, this 6 day of December, 19 74

Bob T. Lee
Notary Public.

Commission expires June 28, 1976.

BOB T. LEE NOTARY PUBLIC STATE OF TENNESSEE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, George C. Taylor, a Notary Public in and for said County and State, the within named, Benton Lee Byers and wife Vivian V. Byers with Catherine Regenia O'Brien 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 6th day of December, 1974

George C. Taylor
Notary Public.

My commission expires: 5/24/80

GEORGE C. TAYLOR NOTARY PUBLIC DAVIDSON COUNTY TENNESSEE