BOOK 5159 PAGE 921

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM
Dr. G. S. Meadors, Sr.

TO
Temore Willis, Jr.

For draftsman's use

This instrument prepared by:
HAYNES AND SMITH
1601-1/2 Buchanan St.
Nashville, Tennessee 37208

mail

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Temore Willis, Jr. (NAME)	(same) (NAME)	81-16
P.O. Box 5692 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	175
Nashville Tn. (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE T

JUN 15 3 27 PM '77

FELIX A. WHITWELL, REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 25,400 Temore Willis
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15 DAY OF June 19 77

Notary Public

MY COMMISSION EXPIRES: Commission Expires Feb. 10, 1980

(AFFIX SEAL)

E0927 3

FOR AND IN CONSIDERATION OF the sum of Twenty-Five Thousand Four Hundred and no/100 ($25,400.00) DOLLARS

of which $ 4,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed his one promissory note of even date payable to the order of Dr. G. S. Meadors, Sr., in the principal amount of $21,400.00 to be paid in monthly installments of $200.00 each beginning August 1, 1977, and thereafter monthly until the principal with interest at the rate of 8% per annum is paid.

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,

I, Dr. G. S. Meadors, Sr.

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

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

Being parts of Lots Nos. 115 and 116 on the Plan of McGavock, Wetmore and Other's First Addition to Nashville, called the Town of McGavock, as of record in Book 21, Page 23, Register's Office for said County, described according to a survey made by Z. J. Wilkinson, Surveyor June 27, 1940, as follows:

Beginning at the northeast corner of Arthur Avenue and Monroe Street, thence with the easterly margin of Arthur Avenue, northwardly 100 feet to a point eight feet south of a stone pier; thence eastwardly 155.2 feet to the westerly margin of an alley; thence with said alley, southwardly 41 feet to the northeast corner of the property conveyed to D. E. Yeager and wife, by deed from Joe Walkup and wife of record in Book 1011, Page 401, said Register's Office; thence with said Yeager's northerly line, westwardly 41.7 feet; thence southwardly and with Yeager's westerly line 124 feet to a stone pier in the northerly margin of Monroe Street; thence with said street, westwardly 128.6 feet to the beginning.

Being the same property conveyed to Dr. G. S. Meadors, Sr., by installment deed from John W. Bailey and wife, Carolyn L. Bailey and Florence A. Stratton of record in Book 2996, Page 221, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 1106 Monroe Nashville 37208
(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 14 day of June 19 77.

x Dr. G. S. Meadors, Sr.

x Lee Ola Meadors

Elmore Willis, Jr.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Judy D. Spivey, a Notary Public in and for said County and State, the within named Dr. G. S. Meadors, Sr. and Lee Ola Meadors

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, Tennessee, this 14th day of June, 19 77.

Judy D. Spivey, Notary Public.

Commission expires 12-30-80.

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 _____.

JUN 15 CONV 25,400.00
JUN 15 MORT'G 21,400.00
JUN 15 S'TAX B* 66.00
JUN 15 B* 19.80
JUN 15 PR'FEE B* .50
JUN 15 M'DEED B* 4.00 * 89.94

Witness my hand and seal, at office in _____,

this _____ day of _____, 19____.

_____, Notary Public.

Commission expires _____.