BOOK 5161 PAGE 844

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Charles William Shope (NAME)	SAME (NAME)	MAP 91-13
6025 Neighborly Ave (STREET ADDRESS OR ROUTE NUMBER)	% (STREET ADDRESS)	PAR. 346 mp
Nashville Tenn. 37209 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of FIFTY THOUSAND ($50,000.00) AND NO/100ths DOLLARS

of which $ 5,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their promissory note of even date herewith in the principal sum of $45,000.00 payable to the order of Paul R. Richardson, Jr., Imogene Richardson Hutton, Paul R. Richardson, Sr., and wife Alice Roxie A. Richardson and Harold R. Richardson in sixteen (16) semi-annual installments as follows: On the 3rd day of December, 1977, the sum of $2,812.50, and thereafter a like sum of $2,812.50 semi-annually (on the 3rd day of each succeeding December and June) for a total of 16 semi-annual installments, provided, however that makers are granted the option of extending any or all of the 1st 4 semi-annual principal payments for a period of 8 years from the due date thereof. The unpaid principal shall bear interest at the rate of 7-1/2 per cent per annum which interest is payable semi-annually on the 3rd days of December and June with the 1st said interest payment due on the 3rd day of December, 1977, and semi-annually thereafter until the entire principal sum is paid in full.

JUN21'77	CONV	50,000.00			
JUN21'77	MORT'G	45,000.00			
JUN21'77	S'TAX		B*	130.00	
JUN21'77	S'TAX		B*	43.00	
JUN21'77	PR'FEE		B*	.50	
JUN21'77	W'DEED		B*	4.00	* 177.50

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. We, Paul R. Richardson, Jr., Imogene Richardson Hutton, Paul R. Richardson Sr., and wife Alice Roxie A. Richardson and Harold R. Richardson

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

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

Being Tract No. 1 on the Resubdivision of a Tract of land belonging to Harold R. Richardson being a subdivision of the Cowden Property described according to a survey by Charles Phillip Clinard surveyor dated May 1977, as follows:
Beginning at an iron pin in the southerly margin of Lenox Avenue at the entrance to Balmy Avenue thence with the margin of Lenox Avenue North 85° East 227.63 feet to an iron pin being the northwest corner of Tract No. 2; thence with the line between tracts 1 and 2 South 5° East 306.90 feet to an iron pin in the northerly margin of Neighborly Avenue; thence with the same South 75° 03' West 34.36 feet to an iron pin and continuing with said Avenue South 72° West 220.50 feet to an iron pin at the beginning of a curve; thence around said curve northwesterly 47.25 feet to an iron pin in the easterly margin of Balmy Avenue; thence with the margin of the same North 0° 15' East 314.39 feet to an iron pin at the beginning of a curve; thence around said curve northeasterly 36.96 feet to the point of beginning.
Being part of the property conveyed to Paul R. Richardson, Jr., Imogene Richardson Hutton, Paul R. Richardson, Sr., and wife, Alice Roxie A. Richardson and Harold R. Richardson, each to a one-fourth undivided interest by deed from I.E. Neal, Trustee of record in Book 5000, page 787, Register's Office for Davidson County, Tennessee.

This is improved (X) unimproved ( ) property known as ____ Lenox Avenue ____ Nashville, Tennessee 37209
(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 convenant 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 I.E. Neal 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. int. 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:

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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 3rd day of June 19 1977

Paul R Richardson Jr — Paul R Richardson Sr

Alice Roxie A Richardson — Harold R Richardson

Imogene Richardson Hutton — Charles W Shope

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 50,000.00

Affiant — Imogene Richardson Hutton

Subscribed and sworn to before me, this the 20th day of June 19 77

My commission expires 11/25/79 (Affix Seal) — Notary Public

STATE OF _____

STATE OF TENNESSEE
Davidson County.

Personally appeared before me, William E. Higgins, a Notary Public in and for said County and State, the within named Paul R. Richardson, Jr.; Imogene Richardson Hutton; Paul R. Richardson, Sr. & wife, Alice Roxie A. Richardson; Harold R. Richardson; and Charles William Shope, the bargainor S., 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 20th day of June, 1977

William E. Higgins — Notary Public

Commission Expires November 25, 1979

WILLIAM E. HIGGINS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission Expires _____ Notary Public

This instrument was prepared by:

William E. Higgins, Attorney, 338-46th Avenue North, Nashville, Tennessee 37209
Name — Address

INSTALLMENT DEED

FROM
Paul R. Richardson, Jr., et al
TO
Charles William Shope, et ux

E 10175

IDENTIFICATION REFERENCE

JUN 21 9 56 AM '77

REGISTER
DAVIDSON COUNTY, TENN.

Published by
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FORM NO. 1005—HESSEY 6-1-75