BOOK 5231 PAGE 316

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

JOHN T. BAUGH, JR., and wife, VIRGINIA BAUGH

TO

R. VERNER PERKERSON, JR.

Mail

For draftsman's use

This instrument prepared by:
I. Dyke Tatum
300 James Robertson Parkway
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
R. Verner Perkerson (NAME)	Same as Owner (NAME)	Map 105-3 Par 264
2517 David Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	105-3 - 88
Nashville, TN 37214 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	105-4 - 198

E 40833

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

DEC 8 2 35 PM '77

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 9,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 8th DAY OF December 19 77

Notary Public

MY COMMISSION EXPIRES: October 10, 1980

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Nine Thousand and No/100 ($9,000.00) DOLLARS

of which $ 3,900.00 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 amount of $5,100.00 payable to the order of John T. Baugh and wife, Virginia Baugh in sixty (60) monthly installments of $105.86, including principal and interest.

DEC-8	CONV	*9,000.00		
DEC-8	MORT'G	*5,100.00		
DEC-8	S'TAX		B* 23.40	
DEC-8	S'TAX		B* 3.10	
DEC-8	PR'FEE		B* .50	
DEC-8	W'DEED		B* 4.00	* 31.00

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,

John T. Baugh, Jr., and wife, Virginia Baugh

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

R. Verner Perkerson, Jr.

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

TRACT I: Land in Davidson County, Tennessee, being part of Lot No. 27 on the Map of John Nelson's Addition to Nashville, as of record in Book 2, Page 182, Register's Office for said County, described as follows:

Beginning at a point on the west margin of Second Avenue South, 27 feet 6 inches north of the southeast corner of said Lot 27; thence northerly along the westerly margin of said Avenue, 34 feet 3 inches to a point, the southeast corner of a part of said lot conveyed to E. E. Ellas and wife, by deed from S. I. Cason and wife, of record in Book 754, Page 589, said Register's Office; thence westerly along said Ellas' south line 127 feet 6 inches to a point in the east margin of an alley; thence with said alley, south 34 feet 3 inches to a point 27 feet 6 inches north of the southwest corner of said lot 27; thence eastwardly 127 feet 6 inches to the point of beginning.

Being the same property conveyed to John T. Baugh, Jr. and wife, Virginia Baugh by deed from Anita Cooper and Kathryn Cooper Babb, of record in Book 3892, Page 272, Register's Office for Davidson County, Tennessee.

TRACT II: Land in Davidson County, Tennessee, being the south 31 1/2 feet of the north 94.5 feet front of Lot No. 5 on the Plan of the Phillip Mallory, deceased, lands, as of record in Minute Book "F", page 324, County Court Clerk's Office for said County, described as follows:

Beginning at a point in the westerly margin of Second Avenue South, formerly Market Street, 63 feet south of the southwest corner of Second Avenue South and Mallory Street; thence southwardly with the westerly margin of Second Avenue South 31 1/2 feet to a point; thence westwardly at right angles to Second Avenue South 135 feet more or less, to the easterly margin of a 12 foot alley; thence northwardly with the easterly margin of said alley 31 1/2 feet to a point; thence eastwardly at right angles to said alley 135 feet more or less to the point of beginning.

Being the same property conveyed to John T. Baugh, Jr., and wife, Virginia Nell Baugh by deed from Sam Garfinkle and wife, Eva R. Garfinkle, of record in Book 3887, page 819, Register's Office for Davidson County, Tennessee.

TRACT III: Land in Davidson County, Tennessee, being the easterly 37 1/2 feet of Lot 48 in John Trimbles National Hill Plan of Lots in South Nashville, as of record in Book 21, Page 121, Register's Office of said County.

Said part of asid Lot fronts 37 1/2 feet on the south side of Garden Street and runs back parallel lines, 120 feet to an alley.

Being the same property conveyed to John T. Baugh and wife, Virginia Nell Baugh, by deed from John T. Baugh, Trustee, of record in Book 4439, page 948, Register's Office of Davidson County, Tennessee.

This is ( ) unimproved (XX) improved property, known as 1105 2nd Avenue, South; 1245 2nd Avenue, South; and 17 Garden Street, 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 8 day of December 1977.

JOHN T. BAUGH, JR. — R. VERNER PERKERSON, JR.

VIRGINIA BAUGH

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Donald P. Dozier, a Notary Public in and for said County and State, the within named John T. Baugh, Jr. & Virginia Baugh & R. Verner Perkerson, Jr., 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 8 day of December 1977.

Donald P. Dozier, Notary Public.

DONALD P. DOZIER NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires February, 1981.