MAP - 42 - 16
Par - 349

5237 TAH 91

INSTALLMENT DEED

For and in Consideration of the sum of Fifty Thousand Five Hundred and 00/100 ($50,500.00) Dollars, of which Five Thousand and 00/100 ($5,000.00) Dollars, has been paid in cash by Bernie W. Terrell Enterprises, Inc. the receipt of which is hereby acknowledged, and for the remainder Forty-Five Thousand Five Hundred and 00/100 ($45,500.00) Dollars, the said Bernie W. Terrell Enterprises, Inc. has

given its Installment Deed Promissory Note of even date herewith in the face amount of Forty Five Thousand Five Hundred and 00/100 ($45,500.00) Dollars bearing interest at the rate of Eight (8%) percent per annum until the balance is paid in full according to the tenor thereof to secure the prompt performance thereof and herewith;

all of said notes bearing 8 per cent interest from maturity and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Essie Rich Vickers

has this day bargained and sold, and do hereby transfer and convey unto the said Bernie W. Terrell Enterprises, Inc. heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 127 on the Map of O. B. Hayes Plan of Small Lots, of record in Plan Book 1, page 69, of the Chancery Court at Nashville. Said lot fronts 50 feet on the easterly side of 18th Avenue South, formerly Lamar Street, and runs back between parallel lines 150 feet, more or less, to an alley.

Being the same property conveyed to C. B. Vickers and wife, Essie Rich Vickers by deed from Laura P. Hindman of record in Book 2451, page 67, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, know as 704 (House Number) 18th Avenue South (Street) Nashville, TN. (P. O. Address: City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Bernie W. Terrell Enterprises, Inc., its representatives and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself and my heirs and representatives, to warrant and forever defend the title to said real estate to said Bernie W. Terrell Enterprises, Inc., its representatives 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 it matures as hereinafter provided, and for the consideration of one dollar, to it in hand paid, ———————, the said Bernie W. Terrell Enterprises, Inc.

---

do hereby transfer and convey unto James W. Lincoln, III, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

X X X, the said Bernie W. Terrell Enterprises, Inc.

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 $ 50,500.00 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 interst may appear.

It further agrees 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 it fails 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 X X X, the said Bernie W. Terrell Enterprises, Inc. 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 it fails 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; if it 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 seller may bid at any sale under this trust conveyance. It agrees 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. It further agrees 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 advice 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 Bernie W. Terrell Enterprises, Inc. 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 James W. Lincoln, III, Trustee, shall be vested in said successor.

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 Bernie W. Terrell Enterprises, Inc. and Essie Rich Vickers hereunto set our hands at Nashville, Tennessee, this the 21 day of December 1977

Bernie W. Terrell Enterprises, Inc.

Essie Rich Vickers

Essie Rich Vickers

By: Bernie W. Terrell
Bernie W. Terrell, President

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Conway H. Bailey, a Notary Public in and for said County and State, the within named Essie Rich Vickers

the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, this 21 day of December, 1977.

Commission Expires 4-30-78

Conway H. Bailey, Notary Public.

H. BAXTER CONWAY NOTARY PUBLIC DAVIDSON COUNTY STATE OF TENNESSEE AT LARGE

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____.

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5237 PAGE 94

Before me, Barry H. Baxter, a Notary Public of the State and County aforesaid, personally appeared Bernie W. Terrell with whom I personally acquainted, and who, upon oath, acknowledged him self to be President of the Bernie W. Terrell Enterprises, Inc. the within named bargainor, a corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as President

Witness my hand and seal, at office in Nashville, Davidson County, Tennessee this 21 day of December, 1977.

Barry H. Baxter
Notary Public.

Commission expires 4-30-78

(over for additional acknowledgements)

DEC27'77	CONV	50,500.00		
DEC27'77	MORT'G	45,500.00		
DEC27'77	S'TAX		B* 131.30	
DEC27'77	S'TAX		B* 43.50	
DEC27'77	PR'FEE		B* .50	
DEC27'77	W'DEED		B* 8.00	* 183.30

INSTALLMENT DEED

FROM Essie Rich Vickers

TO Bernie W. Terrell Enterprises, Inc. and James W. Lincoln, III, Trustee

Attorneys Title Company
Tides Guaranteed
NASHVILLE, TENN.

E 4 3 4 1 1 4

IDENTIF. REFERENCE

DEC 27 1 35 PM '77

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Bernie W. Terrell Enterprises, Inc. (NAME)	SAME (NAME)	
5023 Temple Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville Tennessee 37221 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

James W. Lincoln, III
Attorney at Law
STELTEMEIER & WESTBROOK
2002 Richard Jones Road
Suite C-101
Nashville, Tennessee 37215

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 50,500.00 X Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 21st DAY OF December 19 77

Notary Public

MY COMMISSION EXPIRES: 4-30-78

(AFFIX SEAL)