FORM 1008

INSTALLMENT DEED

BOOK 5238 PAGE 652

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Virginia Wynn Cornelius (NAME:)	Virginia Wynn Cornelius (NAME:)	94-16-35 KS
1507 Marwood Lane (STREET ADDRESS OR ROUTE NUMBER)	1507 Marwood Lane (STREET ADDRESS)	
Nashville, Tennessee 37210 (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee 37210 (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION OF the sum of FIFTEEN THOUSAND NINE HUNDRED FIFTY DOLLARS DOLLARS

of which $ 1,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees Virginia Wynn Cornelius has executed her principal promissory note dated March 22, 1972 in the amount of ($14,950.00) FOURTEEN THOUSAND NINE HUNDRED FIFTY DOLLARS, payable to Lytton J. Clark. To be paid at the rate of $121.00 on the first day of each consecutive month after date. First payment due July 1, 1972. Said note to bear interest at the rate of EIGHT AND ONE FOURTH PERCENT (8 1/4) per annum. All payments to be applied first to interest and then to principal until said note is paid in full.

* Being the same property conveyed to Lytton J. Clark by Deed from Ruby Irene Rogers, of record in book 3285, page 5, Register's Office for Davidson County, Tennessee.

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,

Lytton J. Clark

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

Virginia Wynn Cornelius

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

Land in the 3rd, formerly the 15th, Civil District of Davidson County, Tennessee, being part of Lot No. 8 on the Map of the Subdivision of the William G. M. Campbell Lands, as of record in book 843, page 30, Register's Office for said County, described as follows: Beginning at a point in the southerly margin of Marwood Lane as shown on the plan of Spence Circle, Section Two, as of record in Book 1835, page 46, said Register's Office, said point being the northeast corner of the property conveyed to R. & R. Homes, Inc., by deed from W. L. Rogers and wife, as of record in book 2026, page 537, said Register's Office; thence with the easterly line of said property which was conveyed to R. & R. Homes, Inc., southerly 180 feet, more or less, to a corner of Tract No. 1 of the property conveyed to Billy L. Rogers and wife, by deed from Ruby Irene Rogers, as of record in book 2925, page 389, said Register's Office; thence with said Rogers' northerly line and continuing with the northerly line of Tract No. 2 of said conveyance to Billy L. Rogers and wife, easterly 71.22 feet, more of less, to the westerly margin of Spence Circle as shown on said plan of Spence Circle, Section Two; thence with the westerly margin of said Spence Circle northerly to a monument at the beginning of a curve, said curve being the southwest corner of the intersection of Marwood Lane and Spence Circle as shown on said plan of Spence Circle, Section Two; thence around said curve to the left, having a radius of 20 feet, northwesterly 34.27 feet to a monument in the southerly margin of said Marwood Lane; thence with the southerly margin of said Marwood Lane, south 81° 28' west to the beginning. *

This is improved (X) property, known as unimproved

(House Number)	(Street)	P. O. Address:	(City or Town)	(Postal Zone)
1507 Marwood Lane		Nashville, Tennessee		

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 William N. Bates 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 $ 14,000.00 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 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:

This instrument prepared by
Lytton J. Clark

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 22nd day of Nov 19 77.

Lytton J. Clark

Kathryn P. Clark

Virginia Wynn Cornelius

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 15,950.00
David W. Cornelius
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 30th DAY OF Dec 19 77.
Deputy Register

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, Cynthia S. Mosley, a Notary Public in and for said County and State, the within named Lytton J. Clark, Kathryn P. Clark and Virginia Wynn Cornelius the bargainor, 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 9th day of Dec 19 77.

Commission Expires May 1, 1979

Cynthia S. Mosley
Notary Public.

STATE OF
County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____, with whom I am personally acquainted and who upon { his oath / their several oaths } acknowledged { himself / themselves } to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that { he / they } as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said _____ as such _____ and attesting the same by the said _____ as such _____.

DEC 30 77 CONV 15,950.00
DEC 30 77 MORT'G 14,950.00
DEC 30 S'TAX B* 41.34
DEC 30 S'TAX B* 12.90
DEC 30 PR'FEE B* .50
DEC 30 W'DEED B* 4.00 * 58.74

WITNESS my hand and official seal at office at _____ on this the _____ day of _____, 19____.

My commission expires _____ Notary Public

INSTALLMENT DEED

FROM
Lytton J. Clark

TO
Virginia Wynn Cornelius

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

E 44067

IDENTIF. REFERENCE

DEC 30 12 31 PM '77
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.