Prepared by Glenn Sawyer Atty
923 Main St

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM
MILES N. FOSTER and wife
MYRTLE E. FOSTER
TO
ED RAYMOND KELTON and wife
CINDI LANE KELTON

For draftsman's use

BOOK 5262 PAGE 423

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ed Raymond Kelton and wife	Ed Raymond Kelton and wife Cindi Land Kelton (NAME)	91-E-105
Cindi Lane Kelton		
433 Trinity Lane (STREET ADDRESS OR ROUTE NUMBER)	433 Trinity Lane (STREET ADDRESS)	
Nashville, Tenn. 37207 (CITY) (STATE) (P. O. ZIP)	Nashville, Tenn. 37207 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

MAR 15 9 19 AM '78

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 15,000.00

Ed R Kelton
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF March 1978

D. Williams
Notary Public

MY COMMISSION EXPIRES: Aug. 8, 1979
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Fifteen Thousand 00/00 Dollars DOLLARS

of which $ 100.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees

To secure the payment of installment note, of even date in the principle amount of $14,900.00 executed by Ed Raymond Kelton and wife Cindi Lane Kelton to be paid to Miles N. Foster and wife Myrtle E. Foster in monthly installments of One Hundred 00/00 Dollars ($100.00) for 149 months until paid in full. 1st payment is due on August 1, 1977.

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,

Miles N. Foster and wife Myrtle E. Foster

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

Ed Raymond Kelton and wife Cindi Lane Kelton

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

Being lot No. 195 on the map of Joywood Heights, Section No.1, as of record in Book 1130, Page 91, Register's Office for said county.
Said Lot No. 195 fronts 60 feet on the northerly side of Trinity Lane and runs back between parallel lines 210 feet to a dead line.
Being the same property conveyed to Charles R. Hazlewood by deed from A.C.Kemp and wife, or record in Book 2027, page 597, said Register's Office.

Being the same property conveyed to Miles Neely Foster and wife Myrtle Elain Foster, by deed, from Charles R. Hazlewood and wife Mary K. Hazlewood of record in book 2039, page 201 Register's Office Davidson County, Tennessee.

This is unimproved ( ) improved (XX) property, known as 433 Trinity Lane, Nashville, Tenn. 37207
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

12 02 - 1910

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 Jimmie C. Kelton **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 15th day of July 19 77.

x Miles N. Foster
Miles N. Foster

x Myrtle E. Foster
Myrtle E. Foster

x Ed Raymond Kelton
Ed Raymond Kelton

x Cindi Lane Kelton
Cindi Lane Kelton

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ RUTHERFORD }

Personally appeared before me, Margaret Bugg, a Notary Public in and for said County and State, the within named Miles N. Foster and wife Myrtle E. Foster and Ed Raymond Kelton and wife Cindi Lane Kelton 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 Murfreesboro, Tennessee, this 15th day of July, 19 77.

Margaret Bugg, Notary Public.

Commission expires 1-27-79

MAR 15 76 CONV 15,000.00
MAR 15 78 MORT'G 14,900.00
MAR 15 76 S'TAX B* 39.00
MAR 15 78 S'TAX B* 12.90
MAR 15 78 PR'FEE B* .50
MAR 15 79 W'DEED B* 4.00 * 56.40

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 _____.

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

_____, Notary Public.

Commission expires _____.