TENNESSEE TITLE COMPANY

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
James & Virginia Laster (NAME)	James Laster (NAME)	Map 92-6
2902 Booker Street (STREET ADDRESS OR ROUTE NUMBER)	2902 Booker Street (STREET ADDRESS)	Par 322 Ts
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee (CITY) (ZONE) (STATE)	

INSTALLMENT DEED

BOOK 5287 PAGE 379

FOR AND IN CONSIDERATION OF the sum of TWO THOUSAND FIVE HUNDRED.....AND NO/100 DOLLARS

of which $ 200.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed their promisory note of even date in the amount of $2300.00, payable in 72 equal monthly payment of $40.33 including interest at 8%.

The first payment due on Sept. 1, 1974, and one on the 1st of each successive month, until paid in full.

This is improved property known as 2902 Booker Street, Nashville, Tenn.

THIS DEED WAS PREPARED
BY ATTY. J. F. McCLELLAN
941 JEFFERSON STREET
NASHVILLE, 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. Helen Brooks and husband James Brooks

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

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

Land in Davidson County, Tennessee, being the westerly 40 feet of Lots Nos. 47 and 48 on the Map of L. C. Thuss's Subdivision, as of record in Book 547, page 102, Register's Office for said County.

Said parts of said Lots adjoin and front together 40 feet on the northerly side of Booker Street and runs back between parallel lines along the easterly margin of an alley, 80 feet to a dead line.

INCLUDED in the above, but excluded therefrom is that part of the property condemned by the State of Tennessee of record in Book 4214, page 497, described as follows:

COMMENCING at the intersection of the easterly margin of an alley and the northerly margin of Booker Street, said point being the southwest corner of Lot 48 in L. C. Thuss' Subdivision of the Barrow Lands, as of record in Book 547, page 102, Register's Office for Davidson County, Tennessee; thence with the easterly margin of said alley and the westerly boundary of said Lot 48, North 10 degrees 45 minutes 09 seconds West 41 feet to the point of beginning of the parcel of land here described; thence continuing North 10 degrees 45 minutes 09 seconds West with the easterly margin of said alley and the westerly boundary of Lots 47 and 48 of the aforesaid subdivision 39 feet to the common corner between Lots 46 and 47 of the aforesaid subdivision; thence with the common line between said lots 46 and 47, north 81 degrees 52 minutes 44 seconds East 19.66 feet to a point; thence South 16 degrees 31 minutes 28 seconds West 42.87 feet to the point of beginning.

Being part of the property conveyed to James Brooks, and wife, Helen Spence Brooks, by deed from Aaron Lytton and wife, as of record in Book 2012, page 440, dated June 2, 1949, and by deed of record in Book 2483, page 261, said Register 's Office.

This is improved (X) unimproved ( ) property known as 2902 Booker 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 unincumbered.

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 J. F. McClellan 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 $ 2300.00 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:

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 1st day of August 19 74

James Brooks
Helen Brooks

James Laster
Mrs. Virginia Laster

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 2500.00

James Laster
Affiant

Subscribed and sworn to before me, this the 1st day of August, 19 74

My commission expires November 3, 1976
(Affix Seal)

J. F. McClelland
Notary Public

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Helen Brooks and James Brooks, James Laster & Virginia Laster, they the bargainors, 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 Nashville this 1st day of August, 19 74

Commission Expires November 3, 1976

J. F. McClelland
Notary Public

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 _____

Commission Expires _____

Notary Public

MAY 18 78 CONV *2,500.00
MAY 18 78 MORT'G *2,300.00
MAY 18 78 S'TAX B* 6.50
MAY 18 78 S'TAX B* .30
MAY 18 78 PR'FEE B* .50
MAY 18 78 W'DEED B* 6.00 * 13.30

INSTALLMENT DEED

FROM Helen & James Brooks

TO James & Virginia Laster

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IDENTIF. REFERENCE

MAY 18 1 06 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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TENNESSEE TITLE COMPANY
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404 James Robertson Parkway
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Phone 259-2290

FORM NO. 1085 - REVISED

TENNESSEE TITLE COMPANY