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MAP 83-1
Par 328 1a

INSTALLMENT DEED

For and in Consideration of the sum of Twenty Thousand and No/100 ----------($20,000.00)---------- Dollars, of which One Thousand and No/100----------($1,000.00)---------- Dollars, has been paid in cash by Katherine M. Swarner and husband, Nick Swarner, and Ronald Swarner the receipt of which is hereby acknowledged, and for the remainder of Nineteen Thousand and No/100----------($19,000.00)---------- Dollars, the said Katherine M. Swarner and husband, Nick Swarner and Ronald Swarner ha ve executed a promissory note of even date herewith in the principal amount of $19,000.00, with interest at the rate of 9-3/4% per annum, payable to the order of R. C. Adkison and wife, Bernice Adkison, in consecutive monthly installments of $201.28 each, beginning July 16, 1978 and continuing on the 16th day of each month thereafter until fully paid,

JUL-5-78	CONV	20,000.00			
JUL-5-78	MORT'G	19,000.00			
JUL-5-78	S'TAX		B*	52.00	
JUL-5-78	S'TAX		B*	17.00	
JUL-5-78	PR'FEE		B*	.50	
JUL-5-78	W'DEED		B*	8.00	* 77.50

~~All of said notes bearing six per cent interest from date~~, 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, R. C. Adkison and wife, Bernice Adkison have this day bargained and sold, and do hereby transfer and convey unto the said Katherine M. Swarner and husband, Nick Swarner, and Ronald Swarner, ~~as tenants in common with right of survivorship~~ their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the westerly 50 feet of Lot No. 6 on the plan of Greenway, as of record in Book 421, page 110, Register's Office for said County.

Said Part of Lot No. 6 fronts 50 feet on the northerly side of Sharpe Avenue and runs back parallel lines 160 feet to an alley.

Being the same property conveyed to R. C. Adkison and wife, Bernice Adkison, by installment deed from Venora Wallace Davenport, Velva Adrina Drake and Horace Perkins, Jr., of record in Book 5264, page 928, Register's Office, Davidson County, Tennessee.

This conveyance is subject to a vendor's lien of record in Book 5264, page 928, Register's Office, Davidson County, Tennessee, but the payment thereof is not assumed by the grantees herein. Grantors hereby agree to pay said vendor's lien in accordance with the terms thereof. The vendor's lien created herein encompasses and includes the balance due and owing on said prior vendor's lien. It is hereby expressly understood and agreed that in the event the grantors herein, their heirs or assigns, fail to pay said prior vendor's lien as same becomes due, grantees herein may pay any such past due sums due and owing on said prior vendor's lien and deduct any such payments from the installment payments due and owing on the vendor's lien created herein.

This is unimproved ( ) improved ( ) property, known as 1125 Sharpe Avenue, Nashville, Tennessee 37206
(House Number) (Street) 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 Katherine M. Swarner and husband, Nick Swarner, and Ronald Swarner, 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, except as hereinabove provided.

We further covenant and bind ourselves and our heirs and representatives, to warrant and forever defend the title to said real estate to said Katherine M. Swarner and husband, Nick Swarner, and Ronald Swarner, 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 in hand paid, we, the said Katherine M. Swarner and husband Nick Swarner, and Ronald Swarner

do hereby transfer and convey unto D. W. McMackin, 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 Katherine M. Swarner and husband, Nick Swarner, and Ronald Swarner 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 $15,000.00 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 interst 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.

Katherine M. Swarner and husband,

Now, if we, the said Nick Swarner, and Ronald Swarner 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; or if 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 trust 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 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. Katherine M. Swarner and husband,

4th. The residue, if any, will be paid to Nick Swarner, and Ronald Swarner, their 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 D. W. McMackin, 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 R. C. Adkison and wife, Bernice Adkison, Katherine M. Swarner and husband, Nick Swarner, and Ronald Swarner hereunto set our hands at Nashville, Tennessee, this the 16th day of June 1978.

R. C. Adkison

Bernice Adkison

Katherine M. Swarner

Nick Swarner

Ronald Swarner

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Barry Nale, a Notary Public in and for said County and State, the within named R. C. Adkison and wife, Bernice Adkison and Katherine M. Swarner and husband, Nick Swarner, and Ronald Swarner

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 16th day of June, 1978.

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission Expires 6-13-81

Barry Nale, Notary Public.

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 }

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Before me, ..., a Notary Public of the State and County aforesaid, personally appeared ....., with whom I 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 .....

(over for additional acknowledgements)

INSTALLMENT DEED

FROM

R. C. Adkison and wife,

Bernice Adkison

TO

Katherine M. Swarner and husband,

Nick Swarner, and Ronald Swarner

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

E 74840.

IDENTIF. REFERENCE

JUL 5 9 50 AM '78

FELIX Z. WILSON, REGISTER
DAVIDSON CO., TENN.

TOOLEY CO. - NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Katherine M. Swarner (NAME)	Same (NAME)	
1125 Sharpe Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37206 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Mail

D. W. McMackin
2115 One Commerce Place
Nashville, Tennessee 37239

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 20,000.00 ✓Katherine M. Swarner
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 16th DAY OF June, 19 78.

✓ Notary Public

MY COMMISSION EXPIRES: 4/30/82

(AFFIX SEAL)