BOOK 5307 PAGE 93 MAP 104-6 Par 262 1s

INSTALLMENT DEED

For and in Consideration of the sum of Forty Thousand and no/100 ---------- ---------- ($40,000.00) ---------- Dollars,

of which Ten Thousand and no/100 ---------- ($10,000.00) ---------- Dollars,

has been paid in cash by Layng Martine, Jr. and wife, Linda Martine

the receipt of which is hereby acknowledged, and for the remainder of Thirty Thousand and no/100 ---------- ($30,000.00) ---------- Dollars,

the said Layng Martine, Jr. and wife, Linda Martine ha ve

executed one promissory note of even date herewith, in the principal amount of $30,000.00, with interest at the rate of 8½% per annum, payable to the order of Eugene Hyman Bowers, Jr. and wife, Jeannine Winter Bowers, in 120 consecutive monthly installments of $372.00 each, beginning August 1, 1978 and thereafter a like amount on the 1st day of each succeeding month until paid in full, both principal and interest,

| | | | | | |
|---|---|---|---|---|---|
| JUL-5 78 | CONV | 40,000.00 | | | |
| JUL-5 78 | MORT'G | 30,000.00 | | | |
| JUL-5 78 | S'TAX | | B* | 104.00 | |
| JUL-5 78 | S'TAX | | B* | 28.00 | |
| JUL-5 78 | PR'FEE | | B* | .50 | |
| JUL-5 78 | W'DEED | | B* | 8.00 | * 140.50 |

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, Eugene Hyman Bowers, Jr. and wife, Jeannine Winter Bowers,

have this day bargained and sold, and do hereby transfer and convey unto the said Layng Martine, Jr. and wife, Linda Martine, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being lot No. 77 and the westerly 5 feet of Lot No. 76 on the plan of Bransford Realty Company's West End Avenue Place, as of record in Book 332, page 15, R.O.D.C.; fronting together 55 feet on the North side of Dudley Avenue and running back northwardly between parallel lines along the east margin of 32nd Avenue, South, 135 feet to an alley.

Being the same property conveyed to Eugene Hyman Bowers, Jr. and wife, Jeannine Winter Bowers, by deed from Eugene Hyman Bowers, Jr., of record in Book 5283, page 435, Register's Office, Davidson County, Tennessee, and being the same property inherited by Eugene Hyman Bowers, Jr. as the sole heir under the last will and testament of Eugene Hyman Bowers, of record in Minute Book 116, page 314, probated May 14, 1976, of record in Minute Book 241, page 203, County Court Clerk's Office, Davidson County, Tennessee.

The parties hereby agree that the purchase money lien created herein may not be assumed by a subsequent purchaser without the prior approval of the grantor herein, which approval may not be unreasonably withheld.

This is unimproved ( ) improved ( ) property, known as 3106 Dudley Avenue, Nashville, Tennessee 37212
(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 Layng Martine, Jr. and wife, Linda Martine 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 for 1978 real estate taxes, the payment of which is hereby assumed by grantees prorata. We further covenant and bind ~~ourselves and our~~ heirs and representatives, to warrant and forever defend the title to said real estate to said Layng Martine, Jr. and wife, Linda Martine 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 ~~Layng Martine, Jr. and wife, Linda Martine~~

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 Layng Martine, Jr. and wife, Linda Martine

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 $ reasonable value 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.

Now, if we, the said Layng Martine, Jr. and wife, Linda Martine 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.

4th. The residue, if any, will be paid to Layng Martine, Jr. and wife, Linda Martine 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 Eugene Hyman Bowers, Jr. and wife, Jeannine Winter Bowers and Layng Martine, Jr. and wife, Linda Martine hereunto set our hands at Nashville, Tennessee, this the 30th day of June, 19 78

Layng Martine, Jr.

Linda Martine

Eugene Hyman Bowers, Jr.

Jeannine Winter Bowers by Eugene Hyman Bowers, Jr. her attorney in fact pursuant to power of attorney of record in Book 5300, page 615, Register's Office, Davidson County, Tennessee.

**STATE OF TENNESSEE**
**Davidson County**

Personally appeared before me, Susan Reynolds, a Notary Public in and for said County and State, the within named Layng Martine, Jr. and wife, Linda Martine, and Eugene Hyman Bowers, Jr.

the bargainor S, 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 30th day of June, 19 78.

Susan Reynolds, Notary Public.

Commission Expires 9/6/81

SUSAN REYNOLDS 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 }

BOOK 5307 PAGE 96

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)

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 30th day of June, 1978, before me personally appeared Eugene Hyman Bowers, Jr, to me known to be the person who executed the foregoing instrument in behalf of Jeannine Winter Bowers and acknowledged that he executed the same as the free act and deed of said Jeannine Winter Bowers.

Witness my hand and official seal at Nashville, Tennessee, this 30th day of June, 1978.

Susan Reynolds
Notary Public

My commission expires: 9/6/81

SUSAN REYNOLDS * NOTARY PUBLIC * DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM
Eugene Hyman Bowers, Jr. and wife,
Jeannine Winter Bowers

TO
Layna Martine, Jr. and wife,
Linda Martine

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

E 7.484 I:

IDENTIF. REFERENCE

JUL 5 9 51 AM '78

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY TENN.

YOKLEY CO. NASHVILLE

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Layng Martine, Jr, et ux | Same | |
| (NAME) 305 Sutherland Avenue | (NAME) | |
| (STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee 37239 | (STREET ADDRESS) | |
| (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | |

Mail

THIS INSTRUMENT WAS PREPARED BY

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

$ 40,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th DAY OF June, 19 78

Susan Reynolds
Notary Public

MY COMMISSION EXPIRES: 9/6/81
(AFFIX SEAL)

SUSAN REYNOLDS * NOTARY PUBLIC * DAVIDSON COUNTY, TENN.