Installment Deed BOOK 5316 PAGE 873

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Gail L. Stephens (NAME:)	New Owner (NAME:)	92-11
5189-B Hilson Dr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	319
Nashville, TN 37211 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	21W08680

FOR AND IN CONSIDERATION of the sum of Forty Thousand & 00/100 ($40,000.00) *Dollars,*

of which Four Thousand & 00/100 ($4,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Thirty Six Thousand & 00/100 ($36,000.00) *Dollars,*

with interest thereon at the rate of 9% per annum,

Gail L. Stephens *has executed*

three (3) separate promissory notes of even date herewith, one in principal amount of $24,000.00 payable to the order of Marguerite Meiers in annual installments of $2,400.00 each plus interest; one in principal amount of $6,000.00 payable to the order of William F. Meiers in annual installments of $600.00 each plus interest, and one in principal amount of $6,000.00 payable to the order of J. Fred Meiers in annual installments of $600.00 each plus interest,

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, MARGUERITE MEIERS, WILLIAM F. MEIERS, and J. FRED MEIERS,

have this day bargained and sold, and do hereby transfer and convey unto the said GAIL L. STEPHENS

her *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Being part of Lot No. 114, a part of Block No. 9 of Division "B" in the plan of the Murphy Land Company, of record in Book 161, page 126, Register's Office for said County, described as follows:

Beginning at the point of intersection of the southerly margin of Charlotte Avenue, as widened, and the westerly margin of an alley, said alley lying west of Arena Avenue; thence with the southerly margin of Charlotte Avenue, as widened, westwardly 144.6 feet to the beginning of a curve to the left; thence with said curve, having radius of 25 feet, a distance of 46.2 feet to a point in the easterly margin of 21st Avenue North; thence with the margin of same, southwardly 33.33 feet to a point; thence leaving said margin, eastwardly 170 feet to a point in the westerly margin of the aforesaid alley; thence with the margin of said alley, northwardly 18.85 feet to the point of beginning.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 40,000.00

Subscribed and sworn to before me, this the 25th day of July 19 78

My commission expires: 1-18-82 (Affix Seal)

Affiant

Notary Public

H. J. ARCHER NOTARY PUBLIC 1982 DAVIDSON CO. TN.

This instrument was prepared by John J. Archer, Attorney 200 James Robertson Parkway, Nashville, Tennessee 37201

Being part of the same property conveyed to Peter Meiers and wife, Kate Meiers, by deed from Mrs. Pearle J. St. Clair and husband, of record in Book 484, page 137, said Register's Office; the interest of Peter Meiers therein having been devised to Marguerite Meiers by will of record in Will Book 60, page 21, in the Probate Court of said County; and the said Kate Meiers having subsequently died intestate.

Said property is conveyed subject to restrictions, easements and setback lines applicable thereto, the lien of taxes for the year 1978, and to the existing tenant's right of possession for a period of 30 days.

This is improved (X) unimproved ( ) property, known as 346 (House Number) 21st Ave. No. (Street), Nashville (P. O. Address:) (City or Town), TN 37203

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Gail L. Stephens, her *(successors), 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 said real estate to said* Gail L. Stephens, her *(successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Gail L. Stephens, unmarried, *hereinafter referred to as trustors, hereby transfer and convey unto* Ann F. Archer, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $ 36,000.00, *or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.*

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 25th *day of* July, *19* 78

J. Fred Meiers Sr

Marguerite Meiers

William F. Meiers

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, John J. Archer, *a Notary Public in and for said County and State,* Marguerite Meiers, William F. Meiers, and J. Fred Meiers,

*the within named 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* 25th *day of* July, *19* 78.

John J. Archer
Notary Public

NOTARY PUBLIC DAVIDSON COUNTY

Commission expires 1-18-82

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, John T. Archer, *a Notary Public in and for said County and State,* Gail L. Stephens, unmarried, *the within named bargainor, with whom I am personally acquainted, and who acknowledged that* she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee *this* 25th *day of* July, 1978.

JOHN T. ARCHER NOTARY PUBLIC DAVIDSON COUNTY

Notary Public

Commission expires 1-18-82

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 _____

JUL 27 78	CONV	40,000.00			
JUL 27 78	MORT'G	36,000.00			
JUL 27 78	S'TAX		B*	104.00	
JUL 27 78	S'TAX		B*	34.00	
JUL 27 78	PR'FEE		B*	.50	
JUL 27 78	W'DEED		B*	8.00	* 146.50

INSTALLMENT DEED

FROM MARGUERITE MEIERS, et al

TO GAIL L. STEPHENS

E 79239

IDENTIF. REFERENCE

JUL 27 1 49 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238