LUCIEN DALE, ATTORNEY
1406 Nashville City Bank Building
Nashville, Tennessee 37201

BOOK 5318 PAGE 933

Map 105-11
Par 176

INSTALLMENT DEED

For and in Consideration of the sum of Twenty-Seven Thousand Five Hundred and No/100 ($27,500.00)----------Dollars, of which One Thousand Six Hundred Eighty and No/100 ($1,680.00)----Dollars, has been paid in cash by Eugene Stinnett and wife, Dora Elizabeth Stinnett, the receipt of which is hereby acknowledged, and for the remainder Twenty-Five Thousand Eight Hundred Twenty and No/100 ($25,820.00)----------Dollars, the said Eugene Stinnett and wife, Dora Elizabeth Stinnett have assumed and agree to pay the unpaid balance of Eight Thousand One Hundred Sixty-Four and 90/100 ($8,164.90), of an indebtedness due to Guaranty Mortgage Company, secured by a Deed of Trust of record in Book 3974, Page 553, Register's Office for Davidson County, Tennessee and for the remainder the said Eugene Stinnett and wife, Dora Elizabeth Stinnett, have executed one note of even date herewith in the principal sum of Seventeen Thousand Six Hundred Fifty-Five and 10/100 ($17,655.10) payable to the order of Marvin T. Couser in thirty-six (36) monthly installments of One Hundred Forty Dollars ($140.00) each, without interest, the first installment falling on the 15th day of May, 1978, and thirty-five (35) additional payments of like amount falling due on the corresponding day of each subsequent month until May 15, 1981, at which time the entire balance in the nature of a balloon payment in the amount of Twelve Thousand Six Hundred Fifteen and 10/100 ($12,615.10) shall become due and payable and at which time the said Eugene Stinnett and wife, Dora Elizabeth Stinnett agree to re-finance with another lender and to pay said Marvin T. Couser said payment in full.

~~All~~ 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, Marvin T. Couser and wife, Lura T. Couser

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have this day bargained and sold, and do hereby transfer and convey unto the said Eugene Stinnett and wife, Dora Elizabeth Stinnett, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 6 of Block B, on the Plan of Subdivision of the Sophia M. Neal Property, as of record in Book 1130, Page 4, Register's Office of Davidson County, Tennessee.

Said Lot No. 6 fronts 50 feet on the easterly side of Neal Terrace and runs back between parallel lines 150 feet to a dead line.

Being the same property conveyed to Marvin T. Couser by deed from Terrell W. Couser and wife, Edith G. Couser, of record in Book 4878, Page 672, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to all restrictive covenants, easements and setback lines that are applicable to the above-described property.

New Owner & TAX Bills
Eugene Stinnett et ux
1808 Neal Terrace
Nashville Tn.
37203

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Eugene Stinnett and wife, Dora Elizabeth Stinnett, 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 said real estate to said Eugene Stinnett and wife, Dora Elizabeth Stinnett, 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 Eugene Stinnett and wife, Dora Elizabeth Stinnett,

do hereby transfer and convey unto Lucien Dale, 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 Eugene Stinnett and wife, Dora Elizabeth Stinnett

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 $25,000.00 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.

Now, if we, the said Eugene Stinnett and wife, Dora Elizabeth Stinnett, 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 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 Eugene Stinnett and wife, Dora Elizabeth Stinnett, 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 Lucien Dale, 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 Marvin T. Couser and wife, Lura P. Couser and Eugene Stinnett and wife, Dora Elizabeth Stinnett hereunto set our hands at Nashville, Tennessee, this the 27 day of April 1978

Marvin T. Couser
MARVIN T. COUSER

Lura P. Couser
LURA P. COUSER

Eugene Stinnett
EUGENE STINNETT

Dora Elizabeth Stinnett
DORA ELIZABETH STINNETT

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Marvin T. Couser and wife, Lura P. Couser and Eugene Stinnett and wife, Dora Elizabeth Stinnett

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 27 day of April, 1978

Commission Expires April 18th 1982 Kelley Sawyer, 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 _____

BOOK 5318 PAGE 936

STATE OF TENNESSEE
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____.

My commission expires _____

_____
Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 27,500.00

Kelly Lowers
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF Aug. 1978.

E. Barnes
Deputy Register

INSTALLMENT DEED

FROM
MARVIN T. COUSER AND WIFE,
LUKA P. COUSER

TO
EUGENE STINNETT AND WIFE,
~~DORA ELIZABETH STINNETT~~

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

E 8009 1

IDENTIF. REFERENCE

AUG 11 20 PM '78
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

AUG-1 78	CONV	27,500.00				
AUG-1 78	MORT'G	17,655.10				
AUG-1 78	S'TAX		B*	71.50		
AUG-1 78	S'TAX		B*	15.70		
AUG-1 78	PR'FEE		B*	.50		
AUG-1 78	W'DEED		B*	8.00	*	95.70

JOHN TOOLEY CO., NASHVILLE