expenses of such appearance or proceedings together with a reasonable attorney's fee, shall be allowed and be payable

THIS INSTRUMENT PREPARED BY:
GLEN A. BODZY, ATTORNEY
1714 PARKWAY TOWERS
NASHVILLE, TN 37219

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
THOMAS ANDREW HENDRIX &	MAURICE KARR	118-4
PAULETTE BRYANT	(NAME:)	Par 191 Jo
2209 GRANDVIEW AVENUE	164 CARNAVON PARKWAY	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	BOOK 5339 PAGE 37
NASHVILLE, TN 37211	NASHVILLE, TN 37205	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of THIRTEEN THOUSAND NINE HUNDRED FIFTY AND NO/100 *Dollars,*

of which SIX HUNDRED FIFTY AND NO/100 *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder THIRTEEN THOUSAND THREE HUNDRED AND NO/100 *Dollars,*

THOMAS ANDREW HENDRIX AND PAULETTE BRYANT *ha*VE *executed*

AN INSTALLMENT DEED AND NOTE TO JOY R. KARR PAYABLE IN 240 MONTHLY INSTALLMENTS OF ONE HUNDRED TWENTY ONE AND 82/100 ($121.82) DOLLARS, BEGINNING APRIL 1, 1978 AND PAYABLE THEREAFTER ON THE 1ST DAY OF EACH SUCCEEDING MONTH, WITH THE UNPAID BALANCE BEARING INTEREST AT NINE AND ONE QUARTER PERCENT (9 1/4%) PER ANNUM UNTIL BOTH PRINCIPAL AND INTEREST ARE PAID IN FULL, WITH A FINAL INSTALLMENT BEING DUE AND PAYABLE ON MARCH 1, 1998; EACH INSTALLMENT SHALL BE APPLIED FIRST TO THE PAYMENT OF THE ACCRUED BUT UNPAID INTEREST DUE ON THE UNPAID PRINCIPAL BALANCE AND THE REMAINDER OF EACH INSTALLMENT SHALL BE APPLIED TO THE REDUCTION OF UNPAID PRINCIPAL; INSTALLMENTS PAID OVER FIVE (5) DAYS LATE SHALL INCLUDE A TEN AND NO/100 ($10.00) DOLLAR LATE CHARGE; GRANTEES HEREIN AGREE TO PAY INSURANCE AND TAXES IN ADDITION TO THE ABOVE MONTHLY INSTALLMENTS.

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, JOY R. KARR

have this day bargained and sold, and do hereby transfer and convey unto the said THOMAS ANDREW HENDRIX AND PAULETTE BRYANT

THEIR *(successors), heirs and assigns,*

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

BEING THE EASTERLY PART OF LOT NO. 29 ON THE PLAN OF ROSEDALE SUBDIVISION OF RECORD IN BOOK 547, PAGE 45, REGISTER'S OFFICE FOR SAID COUNTY, AND MORE PARTICULARLY DESCRIBED ACCORDING TO A COPY OF A SURVEY MADE BY S. R. SANFORD, SURVEYOR, MARCH 14, 1945, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY MARGIN OF CALDWELL AVENUE, AT THE COMMON CORNER OF LOTS 28 AND 29; THENCE WITH THE LINE BETWEEN SAID LOTS WESTERLY 134.5 FEET TO A POINT WHICH IS 1.5 FEET EASTERLY FROM A STAKE SET IN THE LINE BETWEEN SAID TWO LOTS; THENCE AT RIGHT ANGLES NORTHERLY 29 FEET TO A POINT; THENCE AT RIGHT ANGLES WESTERLY 9 FEET TO A POINT; THENCE AT RIGHT ANGLES NORTHERLY 21 FEET TO A POINT IN THE LINE BETWEEN LOTS 29 AND 30, WHICH POINT IS 9 FEET WEST OF A STAKE SET IN SAID LINE BETWEEN SAID LOTS, THENCE EASTERLY 137 FEET TO A STAKE IN THE WESTERLY MARGIN OF CALDWELL AVENUE; THENCE WITH THE WESTERLY MARGIN OF THE SAME SOUTHERLY 50.3 FEET TO THE POINT OF BEGINNING.
THIS CONVEYANCE IS SUBJECT TO ANY AND ALL RESTRICTIONS AND EASEMENTS OF RECORD IN R.O.D.C.; TAXES FOR 1978 SHALL REMAIN DUE AND PAYABLE BY GRANTEES. BEING THE SAME PROPERTY CONVEYED TO JOY R. KARR BY DEED FROM HOMER MCEWEN AND WIFE, ELLA MAI MCEWEN, OF RECORD IN BOOK 3069, PAGE 59, R.O.D.C.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 13,950.00

Subscribed and sworn to before me, this the 18th day of September 19 78

Maurice Karr
Affiant

My commission expires: 11-26-78
(Affix Seal)

Notary Public

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expenses of such appearance or proceedings together with a reasonable attorney's fee, shall be allowed, and be payable

*IF ALL OR ANY PART OF THE PROPERTY OR AN INTEREST THEREIN IS SOLD OR TRANSFERRED BY GRANTEES WITHOUT GRANTORS PRIOR WRITTEN CONSENT, EXCLUDING:

A. THE CREATION OF A LIEN OR ENCUMBRANCE SUBORDINATE TO THIS INSTALLMENT DEED

BOOK 5339 PAGE 38

B. THE CREATION OF A PURCHASE MONEY SECURITY INTEREST FOR HOUSEHOLD APPLIANCES,

C. A TRANSFER BY DEVICE, DESCENT OR BY OPERATION OF LAW UPON DEATH OF A JOINT TENANT OR

D. THE GRANT OF ANY LEASEHOLD INTEREST OF THREE (3) YEARS OR LESS NOT CONTAINING AN OPTION TO PURCHASE.

GRANTOR MAY AT GRANTOR'S OPTION DECLARE ALL THE SUMS SECURED BY THIS INSTALLMENT DEED TO BE IMMEDIATELY DUE AND PAYABLE. GRANTOR SHALL HAVE WAIVED SUCH OPTION TO ACCELERATE, IF, PRIOR TO A SALE OR TRANSFER, GRANTOR AND THE PERSON TO WHOM THE PROPERTY IS TO BE SOLD OR TRANSFERRED REACH AGREEMENT IN WRITING THAT THE CREDIT OF SUCH PERSON IS SATISFACTORY TO GRANTOR AND THAT THE INTEREST PAYABLE ON SUMS SECURED BY THIS INSTALLMENT DEED SHALL BE AT SUCH RATE AS GRANTOR SHALL REQUEST. IF GRANTOR HAS WAIVED THE OPTION TO ACCELERATE PROVIDED IN THIS PARAGRAPH, AND IF GRANTEES' SUCCESSOR IN INTEREST HAS EXECUTED A WRITTEN ASSUMPTION AGREEMENT ACCEPTED IN WRITING BY GRANTOR, GRANTOR SHALL RELEASE GRANTEE FROM ALL OBLIGATIONS UNDER THIS INSTALLMENT DEED AND NOTE. IF GRANTOR EXERCISES SUCH OPTIONS TO ACCELERATE, GRANTOR SHALL MAIL GRANTEE NOTICE OF ACCELERATION.

SUCH NOTICE SHALL PROVIDE A PERIOD OF NOT LESS THAT 30 DAYS FROM THE DATE NOTICE IS MAILED WITHIN WHICH GRANTEE MAY PAY THE SUM DECLARED DUE. IF GRANTEE FAILS TO PAY SUCH SUMS, PRIOR TO THE EXPIRATION OF SUCH PERIOD, GRANTOR MAY, WITHOUT FURTHER NOTICE, OR DEMAND ON GRANTEE INVOKE ANY REMEDIES PERMITTED UNDER THE LAWS OF THE STATE OF TENNESSEE.

This is unimproved ( ) improved (X) property, known as 2209 GRANDVIEW AVE. (House Number) (Street) NASHVILLE, TN 37211 P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said GRANTEES THEIR *(successors), heirs and assigns forever.* I DO *covenant that* I AM *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 NOTED ABOVE.

I DO *further covenant and bind* MYSELF, MY *heirs and representatives, to warrant and forever defend the title to said real estate to said* GRANTEES, THEIR *(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 GRANTEES *hereinafter referred to as trustors, hereby transfer and convey unto* GLEN A. BODZY, *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 $ APPRAISED VALUE *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.

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.

SEE ADDITIONAL CLAUSE ABOVE.*

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 16th day of MARCH, *19* 78

Joy R Karr
JOY R. KARR

Thomas Andrew Hendrix
THOMAS ANDREW HENDRIX

Paulette Bryant
PAULETTE BRYANT

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Marshall Karr, *a Notary Public in and for said County and State,* Joy R. Karr, Thomas Andrew Hendrix, Paulette Bryant

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 *Tennessee, this* 16th *day of* March, *19*78.

Marshall D. Karr *Notary Public*

Commission expires 11-26-78

*STATE OF.....

COUNTY OF.....

Personally appeared before me, ..., a Notary Public in and for said County and State, ...

the within named 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

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.....

SEP 18 78	CONV	13,950.00			
SEP 18 78	MORT'G	13,300.00			
SEP 18 78	S'TAX		B*	36.14	
SEP 18 78	S'TAX		B*	11.30	
SEP 18 78	PR'FEE		B*	.50	
SEP 18 78	W'DEED		B*	8.00	* 55.94

INSTALLMENT DEED

FROM
JOY R. KARR

TO
THOMAS ANDREW HENDRIX AND
PAULETTE BRYANT

E 89235

IDENTIF. REFERENCE

SEP 18 2 21 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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