This instrument prepared by:
James H. Hill, Atty.
320 Gallatin Rd. South
Madison, Tenn. 37115

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
H. Chester Stillwell et ux,	Same	42-16
(NAME): Mary E. Stillwell	(NAME):	Par 81 & 82
408 Fiedevilla Place	(STREET ADDRESS)	BOOK 5357 PAGE 171
(STREET ADDRESS OR ROUTE NUMBER)		
Madison TN 37115		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of - - - - - - - $38,500.00 - - - - - - -

THIRTY-EIGHT THOUSAND FIVE HUNDRED AND NO/100 - - - - - - - - - - - *Dollars,*

of which - $12,500.00 - - - - -

TWELVE THOUSAND FIVE HUNDRED AND NO/100 - - - - - - - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder - - - - - - - $26,000.00 - - - -

TWENTY-SIX THOUSAND AND NO/100 - - - - - - - - - - - - - - - - - - - *Dollars,*

the grantees

have executed

an installment deed note payable to Imogene Lankford and/or Alice Lankford, the grantors, in the principal sum of Twenty-Six Thousand and No/100 ($26,000.00) Dollars, payable in monthly installments of Two-hundred and No/100 ($200.00) Dollars per month, first payment due thirty (30) days from date hereof, which includes principal and interest at nine (9) percent per annum and the same sum due and payable each month thereafter for a period of five (5) years. Grantee has the option to make principal payments in addition to monthly payments with no penalties and the entire unpaid balance is due and payable at the end of five (5) years.

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, and which we, Imogene Lankford and Alice Lankford, unmarried, the grantors,

have this day bargained and sold, and do hereby transfer and convey unto the said H. Chester Stillwell, et ux, Mary E. Stillwell, the grantees, their *(successors), heirs and assigns,*

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

LAND in Davidson County, Tennessee, being the 11th, formerly 19th, Civil District of said County, and being Lots Nos. 15 and 16 on the Map showing the Subdivision of the west part of the N. V. Cox Home Place at Madison, Tennessee, as of record in Plan Book 3, page 24, Chancery Court for said County, described as follows:

BEGINNING at a point in the easterly margin of Douglas Street, said point being 300 feet south of the southerly margin of Old Hickory Boulevard and being the common corner of Lots Nos. 14 and 15; thence with the line between said two lots eastwardly 150 feet; thence southwardly 90 feet to a stake; thence westwardly 150 feet to the easterly margin of Douglas Street; thence with the same northwardly 88 feet to the point of beginning.

INCLUDED in the above description, but expressly excluded therefrom is that portion of the property conveyed to the Metropolitan Government of Nashville and Davidson County for highway purposes, by deed of record in Book 4826, page 334 said Register's Office, described as follows:

BEGINNING at the point of intersection of the east margin of Douglas Street and the south boundary of the Clarence D. Witt property, thence

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 38,500.00

Affiant

Subscribed and sworn to before me this the 24th day of October

Notary Public

My commission expires: 1-17-89

(Affix Seal)

along the said south boundary south 87 degrees 27 minutes east 30.3 feet to a point, thence south 10 degrees 57 minutes 35 seconds west 88.0 feet to a point, thence north 87 degrees 27 minutes west 30.3 feet to a point in the said east margin, thence along the said east margin northwardly 88.0 feet to the point of beginning and containing 2,640 square feet.

BEING part of the same property conveyed to Imogene Lankford and Alice Lankford by deed from Billy Ray Hauskin and wife, Jessie M. Hauskin, of record in Book 3371, page 421, Register's Office for Davidson County, Tennessee.

OCT 30 78	CONV	38,500.00			
OCT 30 78	MORT'G	26,000.00			
OCT 30 78	S'TAX		B*	100.10	
OCT 30 78	S'TAX		B*	24.00	
OCT 30 78	PR'FEE		B*	.50	
OCT 30 78	W'DEED		B*	6.00	* 130.60

unimproved ( ) This is improved (X) property, known as 119 Douglas Street, Madison, TN 37115
(House Number) (Street) 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.* 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 and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* grantees, and 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* Hugh Howell, *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 $ 16,000.00 *, 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.

BOOK 5357 PAGE 173

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 24 *day of* October, *19*78

E 9 7 2 1 9

IDENTIF. REFERENCE

OCT 30 10 41 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

H. Chester Stillwell
H. CHESTER STILLWELL

Imogene Lankford
IMOGENE LANKFORD

Alice Lankford
ALICE LANKFORD

Mary E. Stillwell
MARY E. STILLWELL

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* H. Chester Stillwell, Mary E. Stillwell, Imogene Lankford and Alice Lankford

*the within named bargainor*s, *with whom I am personally acquainted, and who acknowledged that* they have *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Madison, *Tennessee, this* 24th *day of* October, *19*78

NOTARY PUBLIC AT LARGE TENNESSEE

Notary Public

Commission expires 11-1-79