Installment Deed

BOOK 5358 PAGE 264

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James Berry et al (NAME:)	Mary Elizabeth Cantrell (NAME:)	83.3
1208 Riverside Drive (STREET ADDRESS OR ROUTE NUMBER)	237 Riverside Drive (STREET ADDRESS)	154
Nashville, Tenn. (CITY) (P. O. ZONE) (STATE)	Nashville, Tenn. 37206 (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Thirty Nine Thousand & 00/100 ($39,000.00) ---------- *Dollars,*

of which Five Thousand & 00/100 ($5,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Thirty Four Thousand & 00/100 ($34,000.00) ---------- *Dollars,*

James H. Berry and wife, Barbara G. Berry, and William Delma Adams

have executed their promissory note of even date herewith, bearing interest at the rate of 9.75% per annum, providing for payment of principal and interest for a period of 20 years from date thereof in the amount of $322.50 per month, with the first payment being due on December 1, 1978, with the final payment being due on November 1, 1998. In addition to the above the grantees agree to pay an amount monthly which shall be equal to 1/12th of the annual taxes and insurance on said property;

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,

I, MARTHA ELIZABETH F. CANTRELL,

have this day bargained and sold, and do hereby transfer and convey unto the said

JAMES H. BERRY and wife, BARBARA G. BERRY; and WILLIAM DELMA ADAMS,

their *(successors), heirs and assigns,*

(James H. Berry and wife, taking a one-half undivided interest and William Delma Adams taking a one-half undivided interest) *in certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being the south part of Lot No. 50 and the south part of the west part of Lot No. 49 on the Map of W. S. Ashworth's resubdivision of Lots 47 to 50, inclusive, of the Town of Brownsville, of record in Book 161, page 153, Register's Office for said County, and described as follows:

Beginning at a point of the westerly drive now widened and established 55 feet south of the south margin of Carter Street; thence westerly 179 feet, more or less, to a point which is also 55 feet south of the south margin of Carter Street; thence southerly 55 feet; thence with the margin of the same equally 177 feet, more or less, to the west margin of Riverside Drive; thence to the margin of the same northerly 55 feet to the point of beginning.

Being the same property conveyed to Martha Elizabeth F. Cantrell by deed from Ara Dell Crecelius, of record in Book 4883, page 827, Register's Office for said County.

If said grantees should convey the above described property or any interest therein to any other party without first obtaining the writ-

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 39,000.00

Subscribed and sworn to before me, this the 30 day of October, 1978

Martha Elizabeth F. Cantrell
Affiant

My commission expires: 8-31-79 (Affix Seal)

Thomas C. Binkley
Notary Public

THOMAS C. BINKLEY NOTARY PUBLIC DAVIDSON COUNTY, TENN.

This instrument was prepared by Thomas C. Binkley, Attorney
300 James Robertson Parkway, Nashville, TN 37201

Mail

ten consent of the holder of the note secured by this instrument, or should a creditor, receiver or trustee in bankruptcy obtain any interest in said property or should any party obtain an interest by attachment or sale in accordance with the orders of any court of competent jurisdiction, or by any other means other than inheritance or devise, the entire principal balance and interest accrued thereon shall become immediately due and payable at the option of the holder, who may institute such proceedings, including foreclosure, in the manner and upon the terms hereinafter set forth, as said holder may deem necessary to enforce payment of said indebtedness. Said holder, however, may consent to such transfer, provided that such consent shall not release or alter in any manner the liability of said James H. Berry and wife, Barbara G. Berry, and William Delma Adams, or of any party who has assumed said indebtedness, and further provided that any such waiver or consent for one transfer shall not preclude the holder of said note from declaring the same due and payable for any subsequent transfer.

unimproved ( )
This is improved (X) property, known as 1208 Riverside Drive, Nashville, TN 37206
(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.* I *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.*

I *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 James H. Berry and wife, Barbara G. Berry, and William Delma Adams *hereinafter referred to as trustors, hereby transfer and convey unto* Thomas C. Binkley, *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 $ ins. value, *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.

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 30th *day of* October, *19*78.

Martha Elizabeth F. Cantrell
Martha Elizabeth F. Cantrell

James H. Berry
James H. Berry

Barbara G. Berry
Barbara G. Berry

William Delma Adams
William Delma Adams

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Thomas C. Brinkley, *a Notary Public in and for said County and State,* Martha Elizabeth F. Cantrell

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* 2nd *day of* October, *19*78.

THOMAS C. BRINKLEY NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Thomas C. Brinkley *Notary Public*

Commission expires 10-17-81

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Thomas C. Binkley, *a Notary Public in and for said County and State,* James H. Berry and wife, Barbara G. Berry; and William Delma Adams, *the within named 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* 5 *day of* October, 1978

Thomas C. Binkley *Notary Public*

Commission expires 10-18-81

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 .....

INSTALLMENT DEED

FROM

MARTHA ELIZABETH F. CANTRELL

TO

JAMES H. BERRY, ET AL.

E 97695

IDENTIF. REFERENCE

Nov 1 9 05 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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

NOV-1 78	CONV	39,000.00			
NOV-1 78	MORT'G	34,000.00			
NOV-1 78	S'TAX		B*	101.40	
NOV-1 78	S'TAX		B*	32.00	
NOV-1 78	PR'FEE		B*	.50	
NOV-1 78	W'DEED		B*	8.00	* 141.90