This instrument prepared by:
George E. Mudter, Jr., Atty.
254 Highlands Bldg.
Brentwood, Tennessee 37027

Installment Deed

BOOK 5359 PAGE 162

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ms. Constance Lea Caudle	new owners	83-1
(NAME:)	(NAME:)	120
940 W. Sharpe Ave.		~~Field Book No.~~
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	27W-21920
Nashville, Tn. 37206		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of TWENTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 ($27,500.00) *Dollars,* *of which* ONE THOUSAND TWO HUNDRED FIFTY AND NO/100 ($1,250.00) *Dollars, has been paid in cash,* *the receipt of which is hereby acknowledged, and for the remainder* TWENTY-SIX THOUSAND TWO HUNDRED FIFTY AND NO/100 ($26,250.00) * * * * * * * * * * * * * * * *Dollars,*

CONSTANCE LEA CAUDLE and JOHN W. CAUDLE, JR., (Trustors) have executed their promissory note of even date herewith payable to the order of Grantor in 360 equal monthly installments of principal and interest at the annual rate of 10%, each in the amount of $230.48, beginning December 1, 1978, with final maturity on November 1, 2008,

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,

WILLIAM C. McCULLOUGH and wife, ARAMINTA M. McCULLOUGH, (Grantors),

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

CONSTANCE LEA CAUDLE and JOHN W. CAUDLE, JR., their

(successors), heirs and assigns,

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

Being the easterly 50 feet of Lot No. 33 on the Map of W. H. Hyronemus Addition, of record in Book 161, page 174, Register's Office for said County.

Said part of said Lot No. 33 fronts 50 feet on the southerly side of West Grand Avenue or Sharpe Avenue, and runs back between parallel lines 168 feet to an alley.

Being the same property conveyed to William C. McCullough and wife, Araminta M. McCullough, by deed from Dora Wilson and Katie Mae Harris, of record in Book 5212, page 769, said Register's Office.

Jr.,

Olivia C. Caudle, wife of John W. Caudle, hereby joins in the execution of this instrument for the purpose of conveying any and all interest, including, but not limited to all marital rights, which she may have in the subject property.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 27,500.00

Subscribed and sworn to before me, this the 1st day of November 19 78

Constance Lea Caudle
Affiant

George E. Mudter, Jr.
Notary Public

My commission expires: February 3 1981

(Affix Seal)

GEORGE E. MUDTER, JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

As additional security for the indebtedness secured hereby, Trustors covenant and agree as follows:

1. Trustors shall pay all taxes, assessments, other charges, fines and impositions attributable to the Property no later than thirty (30) days prior to the delinquency date for payment thereof and furnish Grantors with proof of payment immediately upon payment.

2. Trustors shall keep the Property in good repair and shall not commit waste or permit impairment or deteriation of the Property. In the event Trustors fail to make any repair which Grantors reasonably require by ten (10) days written notice, Grantors shall have the right to make such repairs and add the cost of such repairs to the indebtedness secured by the lien of this instrument, together with interest at the highest rate allowable by then existing applicable law.

3. Trustors shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and such other hazards as Grantors may require and in such amounts and for such periods as Grantors may require and furnish Grantors with proof of payment of the premiums for such insurance no later than thirty (30) days prior to the delinquency date for payment thereof. If Trustors fail to make such premiums, Grantors may pay said premiums and add the cost to the indebtedness secured by the lien of this indebtedness, together with interest at the highest rate allowable by then existing applicable law.

4. If all or any part of the Property or an interest therein is sold or transferred by Trustors wihtout Grantors prior written consent, Grantors may, at Grantors' option, declare all sums secured by the lien of this instrument to be immediately due and payable. Provided, however, Grantors shall have waived such option to accelerate if, prior to the sale or transfer, Grantors and the person to whom the Property is to be sold or transferred reach agreement in writing that credit of such person is satisfactory to Grantors and the interest payable on the sums secured by the lien of this instrument shall be at such rate as Grantors shall request.

This is unimproved ( ) improved (XX) property, known as 940 W. Sharpe Avenue, Nashville, Tennessee 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 Constance Lea Caudle and John W. Caudle, Jr., their *(successors), heirs and assigns forever.* They *covenant that* they 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.*

They *further covenant and bind* themselves, their *heirs and representatives, to warrant and forever defend the title to said real estate to said* Constance Lea Caudle and John W. Caudle, Jr., 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 Constance Lea Caudle and John W. Caudle, Jr., their *hereinafter referred to as trustors, hereby transfer and convey unto* George E. Mudter, Jr., *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 $27,500.00, *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 10 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 1st *day of* November, *19* 78

William C. McCullough

William C. McCullough

Araminta M. McCullough

Araminta M. McCullough

Constance Lea Caudle

Constance Lea Caudle

John W. Caudle, Jr.

John W. Caudle, Jr.

Olivia C. Caudle

Olivia C. Caudle

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, George E. Mudter, Jr., *a Notary Public in and for said County and State,* William C. McCullough and wife, Araminta M. McCullough, and Constance Lea Caudle, and John W. Caudle, Jr., and wife, Olivia C. Caudle, *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* 1st *day of* November, *19* 78

George E. Mudter, Jr., Notary Public

GEORGE E. MUDTER, JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires February 3, 1981

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.....

NOV-2 78	CONV	27,500.00				
NOV-2 78	MORT'G	26,250.00				
NOV-2 78	S'TAX		B*	71.50		
NOV-2 78	S'TAX		B*	24.20		
NOV-2 78	PR'FEE		B*	.50		
NOV-2 78	W'DEED		B*	8.00	*	104.20

INSTALLMENT DEED

FROM WILLIAM C. McCULLOUGH and wife

TO CONSTANCE LEA CAUDLE and JOHN W. CAUDLE, JR.

E 98105

IDENTIF. REFERENCE

Nov 2 1 43 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238
FILE: GEORGE E. MUDTER, JR., ATTY.