Installment Deed

BOOK 5373 PAGE 471

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
LARRY C. McCANN, et ux		62-13
(NAME): 1418 CARDINAL DR	(NAME): SAME	33
(STREET ADDRESS OR ROUTE NUMBER): NASHVILLE TN	(STREET ADDRESS)	15DZ 31375
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of THIRTY-TWO THOUSAND FIVE HUNDRED AND NO/100---
----------($32,500.00)---------- *Dollars,*
of which FOUR THOUSAND AND NO/100----------
----------($4,000.00)---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder TWENTY-EIGHT THOUSAND FIVE HUNDRED AND
NO/100----------($28,500.00)---------- *Dollars,*
Larry C. McCann and wife, Jan V. McCann
*ha*ve *executed*

their one promissory note in the principal sum of Twenty-eight Thousand Five Hundred and NO/100--($28,500.00)--Dollars; payable to Naomi Hart Cole in Three Hundred (300) equal consecutive monthly installments of Two Hundred Forty-four and 07/100--($244.07)--Dollars each the first monthly installment being due JANUARY 7, 1979, including interest at the rate of Nine and one-fourth (9 1/4%) per cent per annum. The indebtedness secured herein may not be transferred or assumed without the written consent of the holder of the note. Failure to obtain consent shall be deemed a default.

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, NAOMI HART COLE

have this day bargained and sold, and do hereby transfer and convey unto the said LARRY C. McCANN and wife, JAN V. McCANN

their *(successors), heirs and assigns, certain real estate in* Davidson *County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being part of Lot No. 6 of Block "B" on the Map of Country Club Estates, of record in Book 843, page 95, Register's Office for said County, and being more particularly described as follows:

Beginning at a point in the southwesterly margin of Martha Avenue at the common corner of Lots Nos. 6 and 7; thence with the line between said lots southwesterly 175 feet to the common corner of Lots Nos. 6, 7, 16 and 17: thence with the line between lots Nos. 6 and 17 and 18, southeasterly 183.3 feet to a point: thence northeasterly 104 feet to a point: thence northeasterly 104 feet to a point; thence northerly and with the line between Lots Nos. 5 and 6, thence with the margin of same northwesterly 114.2 feet to the point of beginning.

Being the same property conveyed to Homer H. Cole and wife, Naomi Hart Cole by deed from J. H. Davis and Turner L. Jones, of record in Book 2135, page 39, Register's Office for Davidson County, Tennessee. The said Homer H. Cole having since died.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 32,500.00

Subscribed and sworn to before me, this the 7 day of December 19 78

Affiant: Larry C. McCann

My commission expires: October 17, 1982 (Affix Seal)

Notary Public: Douglas R. Berry

This is unimproved ( ) improved (X) property, known as 1418 Cardinal Drive, Nashville, Tennessee
(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 Larry C. McCann and wife, Jan V. McCann 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, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Larry C. McCann and wife, Jan V. McCann 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 Larry C. McCann and wife, Jan V. McCann, *hereinafter referred to as trustors, hereby transfer and convey unto* Douglas R. Berry, *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 $ acv *, 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 Registers Office for 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.

Witness our *hand* s *this* Seventh *day of* December, *19* 78 *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Larry C. McCann
LARRY C. McCann

Naomi Hart Cole
NAOMI HART COLE

Jan V. McCann
JAN V. McCann

THIS INSTRUMENT WAS PREPARED BY: DOUGLAS R. BERRY, ATTORNEY AT LAW, 907 TWO MILE PARKWAY, GOODLETTSVILLE, TENNESSEE 37072

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Naomi Hart Cole, Larry C. McCann and Jan V. McCann

*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 Goodlettsville, *Tennessee, this* 7 *day of* December, *19* 78.

Douglas R. Berry
Notary Public

Commission expires October 17, 1982

DOUGLAS R. BERRY NOTARY PUBLIC DAVIDSON CO.

STATE OF TENNESSEE
COUNTY OF

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* _____self.

Witness my hand and seal, at office in _____, *this* _____ *day of* _____, *19*____.

_____
Notary Public

Commission expires _____

F. 044488

DEED TAX PAID $115.50 DEC 11 10 46 AM '78 DAVIDSON COUNTY REGISTER

DEC 11 '78 CONV 32,500.00 B* 84.50
DEC 11 '78 MORT'G 28,500.00 B* 74.10
DEC 11 '78 ST'TAX B* 26.50
DEC 11 '78 PR'FEE B* .50
DEC 11 '78 W'DEED B* 4.00 * 115.50

INSTALLMENT DEED

FROM NAOMI HART COLE,

TO LARRY C. McCANN and wife, JAN V. McCANN

TITLE INSURED BY POLICY NUMBER:

Title Associates, Inc. Livery of Seizin

Compliments of

Title Associates, Inc.

REPRESENTING

U.S.LIFE TITLE INSURANCE Company of New York