INSTALLMENT DEED

For and in Consideration of the sum of Eight Hundred and no/100 ($800.00)----- Dollars,

of which One ($1.00) - Dollars,

has been paid in cash by the grantee hereinafter named,

the receipt of which is hereby acknowledged, and for the remainder ... ~~Dollars~~,

the said grantee hereby executes the following Installment Note: XX

The grantee herein, ~~Mary~~ Myrtle Hampton, promises to pay to the order of Mildred B. Porter, Executrix, the principal sum of Eight Hundred and No/100 ($800.00) Dollars plus interest at the rate of 10% per annum in monthly installments as follows, namely on the first day of December, 1977 the sum of Thirty and No/100 ($30.00) Dollars with like payments payable on the first day of each month thereafter until payment of the entire principal sum has been made.

all of said notes bearing ~~six~~ ten per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, Lee W. Richardson and Mildred B. Porter, residual beneficiaries under the Will of Edna B. Richardson which Will was probated on September 15, 1977 in the Probate Court of Davidson County, Tennessee, and which Will is of record in Book 121, page 426, in the County Clerk's Office for said County, hereinafter called grantors have this day bargained and sold, and do hereby transfer and convey unto the said

~~Mary~~ Myrtle Hampton, herein called grantee, her heirs and assigns,

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

A tract or parcel of land located in Davidson County, Tennessee and being more particularly described as follows:

Being the westerly 125 feet of the northwesterly part of Lot 187 on the Map of West Nashville Heights, as of record in Book 332, page 127, Register's Office for Davidson County, Tennessee.

Said part of Lot No. 187 fronts 25 feet on the easterly side of Newton Avenue and runs back between parallel lines, 125 feet to a dead line, measuring 25 feet thereon.

Being part of the same property conveyed to Eda B. Richardson from Tyree B. Harris, Trustee of record in Book 5247, page 445, Register's Office for Davidson County, Tennessee, the said Eda B. Richardson having since died and her Will having been probated on September 15, 1977 in the Probate Court of Davidson County, Tennessee and said Will being of record in Book 151, page 426 in the County Clerk's Office for said County, and Lee W. Richardson and Mildred B. Porter being the residual beneficiaries under said Will.

Being re-recorded for the purpose of changing the grantees name. This was a typagraphical error, affirmed by Mildred B. Porter. Mildred B. Porter

This is unimproved ( ) / improved (XX) property, know as 514 Newton Street, Nashville, Tennessee 37209
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

BOOK 5376 PAGE 894

BOOK 5247 PAGE 452

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantee, her 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 grantee, her 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to me in hand paid, I, the said grantee do hereby transfer and convey unto John W. Wade, Jr., Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said grantee do hereby 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 at least the sum of $an insurable amount until the notes herein secured are 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 and holder of said notes, as his interst may appear.

I further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case I fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if I, the said grantee shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if I fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; I fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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. I agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. I further agree 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 notes 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 the grantee herein, her heirs, representatives or assigns.

Amended

BOOK 5376 PAGE 895

BOOK 5247 PAGE 453

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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 said ____, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees hereunto set our hands at Nashville, Tennessee, this the 16 day of January 1978

Lee W. Richardson

Mildred B. Porter

Myrtle Hampton

Witness

Witness

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Carey E. Maxwell, a Notary Public in and for said County and State, the within named Lee W. Richardson, Mildred B. Porter and Myrtle Hampton,

the 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 16 day of January, 1978

Commission Expires Aug 9 1981

Carey E. Maxwell, Notary Public

NOTARY PUBLIC TENNESSEE DAVIDSON COUNTY

STATE OF TENNESSEE
DAVIDSON County.

Personally appeared before me, ____, a Notary Public in and for said County and State, the within named ____

the 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 }

re-recorded
BOOK 5376 PAGE 886

BOOK 5247 PAGE 454

Before me, ... , a Notary Public of the State and County aforesaid, personally appeared ..... with whom I 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 .....

(over for additional acknowledgements)

DEC 19 78	MISC		B*	8.00	*	8.00
JAN 30 78	CONV	* 800.00				
JAN 30 78	S'TAX		B*	2.08		
JAN 30 78	PR'FEE		B*	.50		
JAN 30 78	W'DEED		B*	8.00	*	10.58

F 0 5 9 7 8

IDENTIF. REFERENCE

Dec 19 3 40 PM '78

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM
Mildred B. Porter,
Executrix

TO
Myrtle ~~Mary~~ Hampton

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

MAIL - ENV.

E 4 8 1 0 9

IDENTIF. REFERENCE

JAN 30 2 31 PM '78

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
~~Mary~~ Hampton (NAME)	~~Same~~ Mildred B Porter mail (NAME)	Map 91-14
Myrtle 514 Newton Avenue (STREET ADDRESS OR ROUTE NUMBER)	8207 Sawyer Brown Rd. (STREET ADDRESS)	Parcel 7
Nashville, Tenn. 37209 (CITY) (STATE) (P. O. ZIP)	Nashville TN 37221 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
John W. Wade, Jr.
Trabue, Sturdivant & DeWitt
26th Floor L & C Tower
Nashville, Tennessee 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 800.00 Mildred B Porter
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th DAY OF January, 19 78

E. Barnes
Notary Public

~~MY COMMISSION EXPIRES~~: Dep. Reg.

(AFFIX SEAL)