Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Douglas L. Sexton and wife, Virginia A. Sexton	Same	81-10
(NAME:)	(NAME:)	#136,137,138 & 139
Box 197 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	BOOK 5391 PAGE 282
Pegram TN 37143 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Twenty-Five Thousand and No/100 ($125,000.00)---------- *Dollars,*

of which Twenty-Eight Thousand Seven Hundred Fifty and No/100 ($28,750.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Ninety-Six Thousand Two Hundred Fifty and No/100 ($96,250.00)---------- *Dollars,*

Douglas L. Sexton and wife, Virginia A. Sexton *have executed* their joint promissory note of even date herewith payable to Luther M. Wood and wife, Sandra E. Wood, in the amount of Ninety-Six Thousand Two Hundred Fifty and No/100 ($96,250.00) Dollars, bearing interest at Ten (10%) percent per annum, and payable in monthly installments of $1,272.43, with the first payment due February 11, 1979, and thereafter the sum of $1,272.43 on the 11th day of each succeeding month; provided, however, the entire remaining principal and interest shall be paid in full on or before January 11, 1989. This Trust Agreement also covers any extensions granted to the aforementioned note, as well as renewals thereof. In the event this property is sold, transferred or conveyed, the aforesaid note will become immediately due and payable at the option of the holder.**(See over)

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,

LUTHER M. WOOD and wife, SANDRA E. WOOD

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

DOUGLAS L. SEXTON and wife, VIRGINIA A. SEXTON
their

(successors), heirs and assigns,

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

Tract No. 1: Land in Davidson County, Tennessee, being Lots Nos. 67 and 68 on the Map of Cobb Subdivision of Lot No. 6 of the Harding Bosley Tract, of record in Book 161, page 155, Register's Office for said County.

Said Lot No. 67 fronts 50 feet on the southerly side of Martha Street (now Delk Avenue) and runs back 249.6 feet on the westerly line and 240 feet on the easterly line to an alley measuring 50.5 feet thereon. Said Lot No. 68 fronts 50 feet on the southerly side of Martha Street (now Delk Avenue) and runs back between lines 240 feet on the westerly line and 244.4 feet on the easterly line to an alley, measuring 50 feet thereon.

Tract No. 2: Land in Davidson County, Tennessee, being Lot No. 65 on the Map of Cobb's Subdivision, of Lot NO. 6 of the Subdivision of the Harding Bosley Tract, as of record in Book 161, page 155, Register's Office for said County.

Said Lot No. 65 fronts 50 feet on the southerly side of Delk Avenue (formerly Martha Street) and runs back between lines 259.2 feet on the east line and 268.8 feet on the west line to the north line of an unnamed street shown on said plan on which it measures 50.5 feet.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 125,000.00

Affiant

Subscribed and sworn to before me, this the 11th day of January, 19 79

Notary Public

My commission expires 2/16/80
(Affix Seal)

Tract No. 3: Land in Davidson County, Tennessee, being Lot No. 66 on the Map of Cobb's Subdivision of Lot No. 6 of the Harding Bosley Tract, of record in Book 161, page 155, Register's Office for said County.

Said Lot No. 66 fronts 50 feet on the southerly side of Delk AVenue, formerly Martha Street, and extends back 249.6 feet on the easterly line and 259.2 feet on the westerly line to an alley, measuring 50.5 feet thereon.

Being the same property conveyed to Luther M. Wood and wife, Sandra E. Wood, by deed from Vivion H. Rice and wife, Mary R. Rice, of record in Book 5231, page 711, said Register's Office.

**In addition to the payments on principal and interest and simultaneously with said payments, Grantees, Douglas L. Sexton and wife, Virginia A. Sexton, agree to pay 1/12 of the annual amount of taxes.

THIS CONVEYANCE IS SUBJECT TO A NOTE PAYABLE TO VIVION H. RICE AND WIFE, MARY R. RICE, HAVING A PRINCIPAL BLAANCE OF $25,101.00. SAID NOTE IS SECURED BY A DEED OF TRUST OF RECORD IN BOOK 5231, PAGE 713, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND IS PAYABLE IN MONTHLY INSTALLMENTS OF $342.09. SAID NOTE IS EXPRESSLY NOT ASSUMED BY GRANTEES HEREIN. HOWEVER, GRANTORS COVENANT AND WARRANT THAT SAID AMOUNT OF $342.09 WILL BE PAID FIRST OUT OF THE MONTHLY PAYMENTS SET FORTH IN THE HEREINABOVE DESCRIBED NOTE SECURED BY THIS INSTALLMENT DEED.

unimproved ( )
This is improved (X) property, known as 2513, 2515, 2517 2519 Delk Avenue, 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 Douglas L. Sexton and wife, Virginia A.Sexton *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.* ,except for 1979 taxes and deed of trust of record in Book 5231, page 713, Register's Office for Davidson County, Tennessee.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Douglas L. Sexton and wife, Virgnia A. Sextion *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 Douglas L. Sexton and wife, Virginia A. Sexton *hereinafter referred to as trustors, hereby transfer and convey unto* Gail Pigg, *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 $....., 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 11th *day of* January, *19* 79

Luther M. Wood

Sandra E. Wood

Douglas L. Sexton

Virginia A. Sexton

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Luther M. Wood and wife, Sandra E. Wood, and Douglas L. Sexton and wife, Virginia A. Sexton

*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* 11th *day of* January, *19* 79

Patricia A. Burgess *Notary Public*

PATRICIA A. BURGESS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires 5/6/80

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.....

604 02/01 427.70- CHECK

INSTALLMENT DEED

FROM Luther M. Wood et ux

TO ouglas L. Sexton et ux

F 12266

IDENTIF. REFERENCE

FEB 1 8 20 AM '79

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

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