This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

Stanley M. Chernau, Trustee

TO

Alton Hooper, unmarried

For draftsman's use

This Instrument Was Prepared By
DENNEY, LACKEY & CHERNAU
218 Third Avenue North
Nashville, Tennessee 37201

BOOK 5392 PAGE 448

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Alton Hooper, unmarried (NAME)	same (NAME)	82 7-48
809 North Second Street (STREET ADDRESS OR ROUTE NUMBER)	" (STREET ADDRESS)	
Nashville, Tenn 37207 (CITY) (STATE) (P. O. ZIP)	" (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE,
FEB 5 2 45 PM '79
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

F 1 2 8 1 3

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 19,286.27 Alton Hooper
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 26th DAY OF January 19 79

Notary Public

MY COMMISSION EXPIRES: March 21, 1979
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Nineteen Thousand Two Hundred EightySix and 27/100ths (19,286.27) DOLLARS

of which $ 250.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their promissory note of even dated herewith in the amount of $19,036.27, together with interest at the rate of 10% per annum on the unpaid principal balance payable to the order of Stanley M. Chernau, Trustee, in 120 monthly installments of $257.16 each, with the first installment falling due on the first day of March, 1979, and one payment due on the first day of each month thereafter until paid in full,

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

Stanley M. Chernau, Trustee

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Alton Hooper, unmarried

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 111 in Dr. Van S. Lindsley's Addition to Edgefield or East Nashvlle, a plan of which is of record in Book 57, page 25, Register's Office for said County.

Said Lot No. 111 fronts 50 feet onthe easterly side of North 2nd, formerly Harris Street, and runs back between parallel lines, 174-1/4 feet more or less, to an alley.

Being the same property conveyed to Stanley M. Chernau, Trustee, by deed from Nolen R. Barnett and wife, Myrtle D. Barnett, as of record in Book 5373, page 702, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 809 (House Number) North Second Street (Street) Nashville, Tenn/ (P. O. Address: City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantee, heirs, successors, and assigns, forever; and, we do covenant that we are lawfully seized and possessed of said real estate in fee simple, and have a good right to convey it, and that the same is unencumbered, except for the one existing Vendors Lien, of record in Book 5285, page 762, said Register's Office, which mortgage indebtedness, the grantor, successors, and assigns, hereby agree to pay when and as due and it being understood that the grantee, heirs, successors and assigns do not assume said existing Vendors Lien and specifically do not agree to pay them, it being the understanding that grantors shall at all times be responsible for the payment of said existing Vendors Lien when and as due; however, it is further understood and agreed that should grantors default in the payment of said existing Vendors Lien, then grantees shall have the option or right, but not the duty, to pay the payments due or overdue thereon and to deduct such payments from the amounts next due to grantors from grantees and likewise grantees shall have the option or right to cure any other default under said existing Vendors Lien, but not the duty to do so, in event grantors fail to correct or cure any such default. Grantee shall not pay the Vendors Lien so long as there is no default by Grantors.

We further covenant and bind ourselves, our heirs and representives, to warrant and forever defend the title to the said real estate to said grantess, their heirs and assignes, 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 unneccessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provised, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto Edwin B. Raskin, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees 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 $ 19,200.00 , 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 interest may appear. We 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 is case we 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 sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees 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 of effect. But if we fail to pay any 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; we 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 dated 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 conveyance. We 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. We 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 advise 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 proctection of said property, as herein authorized.
4th. The residue, if any, will be paid to the grantess herein, their heirs, representives or assigns.

In case of death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trust may be required, the lawful owners and holder of said lien notes, or, if amore 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 the said Trustee hsall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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, have hereunto set our hands this the 26th day of January, 1979.

Alton Hooper

Stanley M. Chernau Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Stanley M. Chernau, Trustee and Alton Hooper, unmarried, 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 26th day of January, 1979.

J. Ann Smith
Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission expires:
March 21, 1979

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