Installment Deed

BOOK 5393 PAGE 246

1755 , 02/07 124.80- CHECK

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
BUFORD W. DEVERS, et ux		120-5-136 KS
(NAME:)	(NAME:)	
405 Glengarry Drive	SAME	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tn. 37217		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Thirty-five Thousand Five Hundred and No/00 ($35,500.00) Dollars, of which Five Thousand Five Hundred and No/100 ($5,500.00) Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Thirty-Thousand and No/100 ($30,000.00) Dollars,

BUFORD W. DEVERS and wife, CHRISTINE W. DEVERS have executed their promissory note in the principal amount of Thirty Thousand and No/00 ($30,000.00) Dollars payable to Opal G. Weaver in monthly installments as follows: On the 1st day of February, 1979, the sum of Two Hundred and No/00 ($200.00) Dollars, and thereafter a like sum on the first day of each succeeding month thereafter and the remaining balance of said principal sum on the ___ day of _____, 19__. Said payments to be applied first to payment of interest at the rate of Eight (8%) per cent per annum, on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum, until the entire amount, both principal and interest has been paid in full.

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, OPAL G. WEAVER

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

BUFORD W. DEVERS and wife, CHRISTINE W. DEVERS, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being the easterly part of Lot No. 438, on the Map of Glengarry Park, Section IV, as of record in Book 2900, page 72, Register's Office for said County.

Said part of Lot No. 438, fronts 74 feet on the southwesterly margin of Greymont Drive and extends back 162 feet on the northerly line and 160.5 feet on the southerly line to a dead line, measuring 74.1 feet thereon.

Being the same property conveyed to Opal G. Weaver by deed from Tom Curtis Fisher and wife, Margaret N. Fisher of record in Book 4463, page 335, and corrected in Book 5384, page 450, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 35,500.00

Subscribed and sworn to before me, this the 18 day of Jan 19 79

Buford W Devers
Affiant

My commission expires: 10-17-82
(Affix Seal)

Douglas R Berry
Notary Public

DOUGLAS R. BERRY NOTARY PUBLIC DAVIDSON COUNTY, TENN.

This is unimproved (X) improved property, known as 802 Greymont 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 grantees, 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 grantees, 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 Buford W. Devers and wife, Christine W. Devers, 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.

Trustee further ... 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 directly 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 ... payable by trustee, upon demand of the trustee or lawful owner or holder of said indebtedness, and upon failure to do any of these things, the 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 per cent 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 "Trustee" when used herein shall apply to parties both singular and plural.

Witness our hand this 18th day of January, 1979, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Opal G. Weaver
OPAL G. WEAVER

Buford W. Devers
BUFORD W. DEVERS

Christine W. Devers

THIS INSTRUMENT WAS PREPARED BY: mail CHRISTINE W. DEVERS
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, Opal G. Weaver

the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Goodlettsville, Tennessee this 18 day of January, 1979.

Commission expires Oct 11, 1981 — J. Robertson Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Buford W. Devers and Christine W. Devers

the within named 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 18 day of January, 1979.

Commission expires October 17, 1982 — Douglas R. Berry Notary Public

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN. FEB 7 1979 9 AM
IDENTIFICATION
F.I.3.19.1.

INSTALLMENT DEED
FROM OPAL G. WEAVER
TO BUFORD W. DEVERS, et ux
TITLE INSURED BY POLICY NUMBER:

Title Associates, Inc. of South Texas

Compliments of
Title Associates, Inc.
REPRESENTING
LAWYERS TITLE INSURANCE
Company of New York

Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.