7252 [illegible] 50- CHECK

INSTALLMENT DEED

For and in Consideration of the sum of TEN THOUSAND AND NO/100 ($10,000.00) Dollars, of which NONE ($0.00) Dollars, has been paid in cash by Thomas E. Richey and wife, Shirley M. Richey the receipt of which is hereby acknowledged, and for the remainder TEN THOUSAND AND NO/100 ($10,000.00) Dollars, the said Thomas E. Richey and wife, Shirley M. Richey have executed an Installment Deed Note of even date herewith in the amount of Ten Thousand Dollars ($10,000.00) payable at the rate of One Hundred Dollars ($100.00) per month, which Note bears interest at nine (9%) per cent per annum, the first payment falling due on the first day of April, 1979, and a like payment of One Hundred Dollars ($100.00) per month on the first day of each month thereafter until the entire amount is paid in full,

all of said notes bearing nine 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, Oliver H. Dale and Lucien Dale

have this day bargained and sold, and do hereby transfer and convey unto the said Thomas E. Richey and wife, Shirley M. Richey, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being the westerly 65 feet of Lot 135 on the Plan of J. B. Haynie's Oriental Subdivision, as of record in Book 161, Pages 26 and 27, Register's Office for said County.

Said part of Lot No. 135 fronts 65 feet on the northerly side of Queen Street and runs back between parallel lines 140 feet to an alley.

Being the same property conveyed to Oliver H. Dale and Lucien Dale, as tenants in common, by deed from Ernest W. Benz and wife, Meaky M. Benz and recorded in Book 4413, Page 102, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (XX) property, known as 209 Queen Street, Nashville, Tennessee 37207
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Thomas E. Richey and wife, Shirley M. Richey, their 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 Thomas E. Richey and wife, Shirley M. Richey, their 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 in hand paid, we, the said Thomas E. Richey and wife, Shirley M. Richey do hereby transfer and convey unto James C. Dale III, 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 Thomas E. Richey and wife, Shirley M. Richey, 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 $8,000.00 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 interst 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 in 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 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 we, the said Thomas E. Richey and wife, Shirley M. Richey, 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 we 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; 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 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. 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 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 tne 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 Thomas E. Richey and wife, Shirley M. Richey 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 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 James C. Dale III, 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 Oliver H. Dale and Lucien Dale, and Thomas E. Richey and wife, Shirley M. Richey, hereunto set our hands at Nashville, Tennessee, this the 28th day of February 1979

Oliver H. Dale

Oliver H. Dale

Lucien Dale

Lucien Dale

Thomas E. Richey

Thomas E. Richey

Shirley M. Richey

Shirley M. Richey

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Martha Shepard, a Notary Public in and for said County and State, the within named Oliver H. Dale and Lucien Dale

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 28th day of February, 1979

Commission Expires 7-18-82

Martha Shepard Notary Public.

STATE OF Tennessee
Davidson County.

Personally appeared before me, Martha Shepard, a Notary Public in and for said County and State, the within named Thomas E. Richey and wife, Shirley M. Richey

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 28th day of February, 1979

Commission Expires 7-18-82

Martha Shepard Notary Public.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5402 PAGE 877

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)

INSTALLMENT DEED

FROM
OLIVER H. DALE AND LUCIEN DALE

TO
THOMAS E. RICHEY AND WIFE,
SHIRLEY M. RICHEY

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

F. 1 7 3 8 7.

IDENTIF. REFERENCE

MAR 8 9 37 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Thomas E. Richey, et ux (NAME)	Same (NAME)	Map. 71-3
209 Queen Street (STREET ADDRESS OR ROUTE NUMBER)	Same (STREET ADDRESS)	Par. 135
Nashville, Tn. 37207 (CITY) (STATE) (P. O. ZIP)	Same (CITY) (STATE) (ZIP)	#05535.12DE

THIS INSTRUMENT WAS PREPARED BY
LUCIEN DALE, ATTORNEY
14th Floor
Nashville City Bank Building
Nashville, Tennessee 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 10,000.00 Lucien Dale
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 8th DAY OF March 1979.

Lila Williams
Notary Public

~~MY COMMISSION EXPIRES:~~ Aug. 14, 1982

(AFFIX SEAL)

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5402 PAGE 878

RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MS - MISCELLANEOUS
MO - MORTGAGE	MR - RELEASE	ST - STATE TAX CONVEY.
WD - WARRANTY DEED	UC - UNIFORM COMMERCIAL CODE	ST - STATE TAX MORT.
TD - TRUST & DEED		PF - PROBATE FEES

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			10000.00- CAMT.	
			10000.00- MAMT.	
			26.00 CSTAX	
			8.00 MSTAX	
			.50 PRFEE	
			8.00 WDEED	
			CHECK	42.50-
7259A03/08/79			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. I. 7. 3 8. 7.

IDENTIF. REFERENCE

MAR 8 9 37 AM '79

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

No. 660815