This instrument prepared by: MacFARLAND, COPAS & HAMILTON, Attorneys at Law, 129 Cherry Street, Lebanon, Tennessee 37087

3436

INSTALLMENT DEED BOOK 5415 PAGE 92

For and in Consideration of the sum of Eighty Three Thousand Six Hundred and 00/100 ($83,600.00) Dollars,

of which Ten Thousand and 00/100 ($10,000.00) Dollars,

has been paid in cash by J. Dudley Parker

the receipt of which is hereby acknowledged, and for the remainder Seventy Three Thousand Six Hundred and 00/100 ($73,600.00) Dollars,

the said J. Dudley Parker has executed (1) an Installment Deed Note of even date in the principal sum of $4,000 with interest at 10% per annum, payable to the order of Louise Lowrance Green, in one installment, six months from date; (2) an Installment Deed Note of even date in the principal sum of $4,000 with interest at the rate of 10% per annum, payable to the order of Louise Lowrance Green, in one installment, twelve months from date; and (3) an Installment Deed Note of even date in the principal sum of $65,600.00 with interest at the rate of ten per cent (10%) per annum, payable to the order of Louise Lowrance Green, in 120 monthly installments, in the sum of $550.00, commencing on the 3 day of May, 1979, with the final monthly installment being in the sum of the unpaid principal plus interest; each of said Notes being subject to the provisions and conditions as contained therein,

all of said notes ~~bearing interest from date~~ 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, I, LOUISE LOWRANCE GREEN, a widow,

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

J. DUDLEY PARKER, unmarried, his heirs and assigns,

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

Building Site No. 17 on the Plan of Richmeade Place, Section I, as of record in Book 4860, Page 44, Register's Office for Davidson County, Tennessee, reference to which Plat is hereby made for a more complete and accurate description of said property, together with one membership in Richmeade Place Home Owners Association, Inc., a not-for-profit corporation of the State of Tennessee, and all obligations and privileges thereunto belonging or in anywise appurtaining to said membership.

BEING the same property conveyed to Louise Lowrance Green, a widow, by deed from Union Bank as of record in Book 4970, Page 837, Register's Office for Davidson County, Tennessee.

This conveyance is made and accepted by the Grantee herein subject to the Declaration of Covenants, Conditions, and Restrictions filed by Union Bank, as recorded in Book 4941, Page 637, and amendments thereto of record in Book 5036, Page 338, Register's Office for said county, and furthermore subject to any and all supplements and amendments filed thereto.

All appliances and all draperies and shower curtains situated on said property are herein included in this conveyance.

This is unimproved (X) ~~improved~~ ( ) property, known as 21 Richmeade Place, 401 Bowling Ave., Nashville, TN 37205

(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 J. Dudley Parker, unmarried, his heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said J. Dudley Parker, his 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 J. Dudley Parker,

do hereby transfer and convey unto Gary D. Copas, 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 J. Dudley Parker,

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 $ fair insurable value 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 J. Dudley Parker, 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; If 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 J. Dudley Parker, his 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 Gary D. Copas, 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 Louise Lowrance Green and J. Dudley Parker hereunto set our hands at Nashville, Tennessee, this the 3rd day of April 1979

Louise Lowrance Green

J. Dudley Parker

JOSEPH R. EDGIN NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Louise Lowrance Green, a widow,

the 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 Nashville Tennessee, this 3rd day of April, 1979

Commission Expires 1-18-82

Joseph R. Edgin, Notary Public.

STATE OF TENNESSEE
DAVIDSON County.

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named J. Dudley Parker, an unmarried person,

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

Witness my hand and official seal at Nashville, Tennessee this 3rd day of April, 1979

Commission Expires 1-18-82

Joseph R. Edgin, Notary Public.

JOSEPH R. EDGIN NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5415 PAGE 95

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 LOUISE LOWRANCE GREEN

TO J. DUDLEY PARKER

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

F. 2 2 0 8 8

IDENTIF. REFERENCE

APR 4 12 37 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
J. Dudley Parker	SAME	104-13-A
#21 Richmeade Pl. (NAME) 401 Bowling Ave.	(NAME)	17
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn. 37205	(STREET ADDRESS)	
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
MacFARLAND, COPAS & HAMILTON
Attorneys at Law
129 Cherry Street
Lebanon, Tennessee 37087

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 83,600.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 3rd DAY OF April 1979

Notary Public

MY COMMISSION EXPIRES: 1-18-80

(AFFIX SEAL)

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

BOOK 5415 PAGE 96

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
			83600.00-	CO
			73600.00-	MO
			217.36	CO TX
			71.60	MO TX
			.50	PRFEE
			8.00	WDEED
			CHECK	297.46-
			3436A04/04/79 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 2 2 0 8 8.

T
IDENTIF. REFERENCE

APR 4 12 37 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 674879