BOOK 5415 PAGE 124

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM
Lucy May Napier, et al

TO
Robert S. Whitfield and wife,
Peggy L. Whitfield

For draftsman's use
This instrument was prepared by
John I. Harris, Jr., Attorney
3805 Gallatin Road
Nashville, Tennessee 37216

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert S. Whitfield,et ux (NAME)	Same (NAME)	92-16
1922 Hayes Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 82 Js
Nashville, Tenn. 37203 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

F-22099 TAX PAID IDENTIF. REFERENCE APR 4 1 45 PM '79 FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$51,000.00 Lucy M. Napier
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 4 DAY OF April 19 79

Elaine Taylor
Notary Public

MY COMMISSION EXPIRES: 4-[illegible]-1982

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Fifty One Thousand---------
---------($51,000.00)---------- DOLLARS

of which $ 10,000.00 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 and delivered their installment real estate lien note in the amount of $41,000.00 payable over a period of 24 years with interest at 8½% per annum. Said note is payable in monthly installments including interest of $334.56 the first installment being due on the 4th day of MAY, 1979. Said note is payable to the order of Lucy May Napier.

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, we, Lucy May Napier, Talatha H. Napier, Fran May Barber, Tommie Sue Darden and Billy T. Napier, being all the heirs-at-law of E. Y. Napier who is now deceased, hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Robert S. Whitfield and wife, Peggy L. Whitfield herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being part of Lot No. 154 on the plan of the Boyd Home Tract, as of record in Book 21, page 39, Register's Office for said County, described as follows:

Beginning on the northerly margin of Hayes Street at a point 100 feet east of the easterly margin of 20th Ave. North, said point being the southeast corner of the property conveyed to S.H. Nixon and wife, by deed from Alfred S. Price and wife, of record in Book 1314, page 209, said Register's Office; thence with the northerly margin of said Street eastwardly 50 feet to the southwest corner of the property conveyed to Frank J. Hostettler, et al., by deed from Catherine T. Lowery, et al., of record in Book 1133, page 645, said Register's Office; thence with said Hostettler's westerly line northwardly 175 feet, more or less, to the southerly margin of an alley; thence with said alley westwardly 50 feet to the northeast corner of said Nixon property; thence with the easterly line of same southwardly 175 feet more or less, to the beginning.

Being the same property conveyed to E. Y. Napier, by deed from Ora Lee Oliphant, unmarried, of record in Book 1341, page 665, Register's Office for Davidson County, Tennessee, the said E. Y. Napier having since died.

This is unimproved ( ) improved (X) property, known as 1922 Hayes Street, Nashville, Tennessee 37203
(House Number) (Street) 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 grantees, 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 the said real estate to said grantees, 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 us in hand paid, we, the said grantees herein do hereby transfer and convey unto John I. Harris, Jr. 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 $ 30,000 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 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 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 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 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 protection of said property, as herein authorized.
4th. The residue, if any, will be paid to the grantees herein, their heirs, 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 the said Trustee shall 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 4th day of April, 19 79

Lucy May Napier — Tommie Sue Darden
Robert S. Whitfield — Ina May Barlow
Peggy L Whitfield — Talatha D. Napier
Billy T Napier

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, ..., a Notary Public in and for said County and State, the within named Lucy May Napier, Robert S. Whitfield and wife Peggy L. Whitfield the 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 4th day of April, 19 79.

Edna S. Woods, Notary Public.

Commission expires 4-18-1982

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 .....

3408

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STATE OF SOUTH CAROLINA
COUNTY OF Georgetown

Personally appeared before me, Rachel H. Thomas, a Notary Public in and for said County and State, the within named Valatha H. Napier, 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 Georgetown, South Carolina, this 12 day of March, 1979.

Rachel H. Thomas
NOTARY PUBLIC

My commission expires: May 28, 1980

STATE OF GEORGIA

COUNTY OF RICHMOND

Personally appeared before me, James C. Folk, a Notary Public in and for said County and State, the within named Tommie S. Darden 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 Augusta, Georgia, this 27th day of February, 1979.

NOTARY PUBLIC

My commission expires:
Notary Public, Richmond County, Georgia
My Commission Expires March 19, 1982

STATE OF GEORGIA
COUNTY OF Dougherty

Personally appeared before me, James O. Barber, Sr. a Notary Public in and for said County and State, the within named Fran May Barber 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 Albany, Georgia, this 7 day of March, 1979.

James O. Barber, Sr.
NOTARY PUBLIC

My commission expires: April 1981

STATE OF FLORIDA
COUNTY OF Orange

Personally appeared before me, L'Ouida L. Wettengel, a Notary Public in and for said County and State, the within named Billy T. Napier, 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 Orlando, Florida this 19th day of March, 1979.

Commission expires: Oct 3, 1981

L'Ouida L. Wettengel

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

BOOK 5415 PAGE 127

RECEIVED OF _____

FOR _____

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST & DEED

CC - CERTIFIED COPY
MR - RELEASE
UC - UNIFORM COMMERCIAL CODE

MS - MISCELLANEOUS
ST - STATE TAX CONVEY.
ST - STATE TAX MORT.
PF - PROBATE FEES

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			51000.00-	CO
			41000.00-	MO
			132.60	CO TX
			39.00	MO TX
			.50	PRFEE
			6.00	WDEED
			CHECK	178.10-
3448A04/04/79			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F-22099

IDENTIF. REFERENCE

APR 4 1 45 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 674891