Map 42-11
Par 323 Jd

INSTALLMENT DEED

BOOK 5421 PAGE 74

For and in Consideration of the sum of ($38,500.00)
Thirty-Eight Thousand Five Hundred and no/100---------- Dollars,
of which ($5,500.00) Five Thousand Five Hundred and no/100------- Dollars,
has been paid in cash by Vernon H. Burrow, Carole B. Burrow and Timothy W. Burrow
the receipt of which is hereby acknowledged, and for the remainder ($33,000.00)
Thirty-Three Thousand and no/100---------- Dollars,
the said Vernon H. Burrow, Carole B. Burrow and Timothy W. Burrow have executed their joint Promissory Note of even date herewith for ($33,000.00) Thirty-Three Thousand Dollars payable in eighty-four monthly (84) installments of ($547.84) Five Hundred and Forty-Seven Dollars and 84/100 each with interest in the amount of (10%) ten percent per annum, the first installment falling due on the first day of June 1979 and the other installments on the same day of each month thereafter until said note is paid in full. Said note is made payable to the order of Hattie White.

installments ten
all of said ~~notes~~* bearing ~~six~~* 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, I, Hattie White,

have this day bargained and sold, and do hereby transfer and convey unto the said Vernon H. Burrow, Carole B. Burrow and Timothy W. Burrow, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 118 of Block 9 in Division "B" on the plan of the Murphy Land Company property, as of record in Book 161, page 126, Register's Office for said County.

Said Plan shows said property divided into blocks, but does not show the blocks subdivided into small lots. According to a printed copy of an unregistered plan subdividing said blocks into lots, said Lot No. 118 fronts 50 feet on the easterly side of 21st Avenue North, formerly Vanderbilt Avenue, and runs back between parallel lines, parallel with and 206 feet north of the northerly margin of Murphy Avenue, 170 feet to an alley.

Being the same property conveyed to Mrs. Hattie White, by deed from Butler Perry, and wife Hazel E. Perry, of record in Book 3312, page 637, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 338 (House Number) 21st Ave., No. (Street) P. O. Address: Nashville (City or Town) 37203 (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Vernon H. Burrow, Carole B. Burrow and Timothy W. Burrow their 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 Vernon H. Burrow, Carole B. Burrow and Timothy W. Burrow, 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 Vernon H. Burrow, Carole B. Burrow and Timothy W. Burrow

do hereby transfer and convey unto Coyness L. Ennix, 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 Vernon H. Burrow, Carole B. Burrow and Timothy W. Burrow/ 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 $33,000.00 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 Vernon H. Burrow, Carole B. Burrow and Timothy W. Burrow/ 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; and 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 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 Vernon H. Burrow, Carole B. Burrow and Timothy W. Burrow, their 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 Coyness L. Ennix, 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 Vernon H. Burrow, Carole B. Burrow, Timothy W. Burrow and Hattie White hereunto set our hands at Nashville, Tennessee, this the 12th day of April 1979

Vernon H. Burrow

Carole B. Burrow

Timothy W. Burrow for Carole B. Burrow

Hattie White

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Coyness L. Ennix, a Notary Public in and for said County and State, the within named Vernon H. Burrow, Carole B. Burrow, Timothy W. Burrow and Hattie White

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 12th day of April, 1979

Commission Expires 11-25-79

Coyness L. Ennix, Notary Public.

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

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

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5421 PAGE 77

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 Hattie White

TO Vernon H. Burrow, et al

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

F.2407.2

IDENTIF. REFERENCE

APR 13 2 11 PM '79

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

FORMS CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Timothy W. Burrow (NAME)	Same (NAME)	
338-21st Avenue North (STREET ADDRESS OR ROUTE NUMBER)	Same (STREET ADDRESS)	
Nashville, Tenn. 37203 (CITY) (STATE) (P. O. ZIP)	Same Same (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Coyness L. Ennix
330 Charlotte Avenue
Nashville, Tennessee 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 38,500.00 Vernon Burrow
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th DAY OF April 1979

Notary Public

MY COMMISSION EXPIRES: 11-15-79

(AFFIX SEAL)

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

BOOK 5421 PAGE 78

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
			38500.00-	CO
			33000.00-	MO
			100.10	CO TX
			31.00	MO TX
			.50	PRFEE
			6.00	WDEED
			CHECK	139.60-
5897	A04/13/79		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 24072

T
IDENTIFICATION

APR 13 2 11 PM '79

REGISTER
DAVIDSON COUNTY, TENN.

No. 677250