4137 ... OF ... DEED BOOK

Installment Deed

BOOK 5438 PAGE 384

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Bertram T. Lyles and Jeanne M. Naramore	Same	Map 104-16
(NAME:	(NAME:	
1721 Linden Avenue		Parcel 193
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN. 37212		24W 10295
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Forty-Five Thousand and 00/100 ($45,000.00) *Dollars, of which* Ten Thousand and 00/100 ($10,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* of Thirty-Five Thousand and 00/100 ($35,000.00) *Dollars,*

Bertram T. Lyles and Jeanne M. Naramore *have executed*

their Installment Deed note of even date payable to Mary Ann Lowry Shaw in equal monthly installments as follows: On the 18th day of July, 1979, the sum of $376.12, and continuing thereafter with a like amount on the same day of each succeeding month for a total of 180 consecutive monthly payments, said payments including interest at the rate of ten (10) percent per annum. Privilege is reserved of paying any number of said monthly payments in advance or the note in full on any paying date without penalty,

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, I, Mary Ann Lowry Shaw, unmarried,

have this day bargained and sold, and do hereby transfer and convey unto the said Bertram T. Lyles and Jeanne M. Naramore, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being the east fifty-five (55 feet of Lot No. 102 on the Revised Plan of George W. Blair's Subdivision of Belmont Heights, as of record in Book 332, page 56 in the Register's Office for said County. Said east part of said lot No. 102 fronts fifty-five (55) feet on the south side of Linden Avenue, west and runs back between parallel lines and with the Westerly line of Lot No. 103 on said Plan 192.5 feet, more or less, to an alley in the rear.

Being the same property conveyed to Virginia Oliver Lowry by deed from Joe P. Fulcher of record in Book 512, page 570, said Register's Office. The said Virginia Oliver Lowry has since died and the property is now vested in her sole heir-at law, her daughter, Mary Ann Lowry Shaw.

DAVIDSON COUNTY, TENN. ★ J. LOUISE BRUCE NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 45,000.00

Affiant

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

My commission expires MY COMMISSION EXPIRES OCT. 18, 1981 (Affix Seal)

Notary Public

BOOK 5438 PAGE 385

unimproved ( )
This is improved (X) property, known as 1721 Linden Avenue, Nashville, TN. 37212
(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 Bertram T. Lyles and Jeanne M. Naramore, their *(successors), 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.,* except as of record.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Bertram T. Lyles and Jeanne M. Naramore, 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 Bertram T. Lyles and Jeanne M. Naramore *hereinafter referred to as trustors, hereby transfer and convey unto* Edward S. Kelly, Jr., *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 $ 30,000 *, 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.*

Trustors further agree to pay 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 adversely 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, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then 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 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

BOOK 5438 PAGE 386

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 Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 18 *day of* May, *19* 79.

Frank Arromanus Lyles joins in this instrument for the purpose of serving as an additional guarantor of the afrementioned debt but no further or otherwise.

Mary Ann Lowry Shaw

Mary Ann Lowry Shaw

Bertram T. Lyles

Bertram T. Lyles

Jeanne M. Naramore

Jeanne M. Naramore

Frank Arromanus Lyles

Frank Arromanus Lyles

Both the trustors and the guarantor shall be given prior notice at their last known address of any foreclosure proceedings.

NOTARY PUBLIC J. LOU SMITH DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and said County and State,* Mary Ann Lowry Shaw, Bertram T. Lyles, and Jeanne M. Naramore

the within named 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* 18th *day of* May, *19* 79

MY COMMISSION EXPIRES OCT. 18, 1981

Commission expires

J. Louise Bruce *Notary Public*

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

BOOK 5438 PAGE 387

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Frank Arromanus Lyles

the within named 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 Spartanburg, South Carolina *this* 14th *day of* May, *19* 79.

Leslie J. Gregg
Notary Public

Commission expires 6/24/86

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 .....

INSTALLMENT DEED

FROM

Mary Ann Lowry Shaw

TO

Bertram T. Lyles and

Jeanne M. Naramore

This instrument prepared by:

Edward S. Kelly, Jr.
Attorney at Law
6202 Charlotte Avenue
Nashville, TN. 37209

F 30379

IDENTIF. REFERENCE

MAY 22 8 21 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

...RAPHIC INDUSTRIES, INC. 5513

OFFICIAL RECEIPT

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

BOOK 5438 PAGE 388

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
			45000.00-	CO
			35000.00-	MO
			117.00	CO TX
			33.00	MO TX
			.50	PRFEE
			8.00	WDEED
			CHECK	158.50-
4137A05/22/79			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F-30379

IDENTIF. REFERENCE

MAY 22 8 21 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 685225