6835 PG/PA 595.00- CHECK

This instrument prepared by
John R. Parker
Attorney at Law
Suite 105, Stahlman Building
Nashville, Tennessee 37201

INSTALLMENT DEED BOOK 5444 PAGE 447

New Owners:
Marvin Harris, et ux
Rt #2. Box 108
Cedar Hill - Tenn

Send tax bills to:
Par-King Investment Company
105 Stahlman Building
Nashville, Tennessee 37201

Map 91-12
Parcel 280

For and in consideration of the sum of One Hundred Sixty Five Thousand and no/100 Dollars of which sum $5,000.00 is paid in cash and for the remaining $160,000.00 the Grantees have executed their promissory note of even date herewith payable to Par-King Investment Company, a partnership composed of John R. Parker and Danny F. King, said note payable as therein specified and providing for the payment of attorney's fees and to secure the payment of said note, principal, interest and attorney's fees, and in addition to the payment of principal and interest as specified in said note, Grantees agree to pay a sum equal to one-twelfth of the yearly taxes and assessments which may be levied against the property plus one-twelfth of the yearly premium installment for fire and other hazard insurance covering the property. No earnings or interest shall be paid by Grantor to Grantees on these funds and Grantor shall have the right to hold the funds in any manner it may see fit and may co-mingle the funds with other monies of Grantor and to secure said payments a lien is hereby expressly retained on the herein described property,

Par-King Investment Company, a partnership composed of John R. Parker and Danny F. King hereinafter called Grantors have this day bargained and sold and do hereby transfer and convey unto Marvin Harris and wife Reba Harris herein called Grantees, their heirs and assigns, the following described real estate in Nashville, Davidson County, Tennessee:

Land in Davidson County, Tennessee, being Lots Nos. 18 and 19 on the map of the Subdivision of Lot No. 2, Clifton Place, of record in Book 161, page 32, Register's Office for said County.

Said Lots adjoin and front together 100 feet on the north side of Alabama Avenue and extend back between parallel lines 150 feet to an alley.

INCLUDED in the above property, but SPECIFICALLY EXCLUDED THEREFROM is a portion of the property which was conveyed to the State of Tennessee for the benefit of the Department of Highways and Public Works in Book 3937, page 447, Register's Office for Davidson County. Said property conveyed is described as follows:

Beginning at a point in the northwesterlymost corner of the lands of Terra Hughes Williams, said point being in the boundary line between Wilman Landers and Terra Hughes Williams; thence with said boundary line 25 feet in a southerly direction to a point; thence North 74° 12' East 52.2 feet to a point; thence North 6^{0} East containing 940 square feet, more or less, as shown on the Plans.

Being the same property conveyed to Par-King Investment Company, a partnership composed of John R. Parker and Danny F. King, by deed from Nashville City Bank and Trust Co. of record in Book 5192, page 887, Register's Office for Davidson County, Tennessee.

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, except as stated herein.

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.

Grantors covenant and agree that so long as Grantees make the regular monthly payments to Grantor when due, as specified in the above mentioned note executed by Grantees and payable to Grantor, Grantor will pay to Nashville City Bank and Trust Company, the regular monthly payments on an existing mortgage indebtedness secured by the herein described property. Grantor has the right to negotiate with the holder of the prior mortgage indebtedness at any time for the partial or full prepayment of said prior indebtedness under any conditions and without the approval of the Grantees.

AND NOW, for the purpose of better and more effectually securing the payment of said lien note and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said note, as it matures, 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 R. Parker, 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 $160,000.00 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 note, 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, 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. The holder of the indebtedness secured hereby is hereby authorized by us to instruct the Trustee named herein or his successor to commence foreclosure proceedings as allowed herein anytime said holder feels insecure regarding the indebtedness hereby secured and said Trustee or his successor is hereby authorized to commence such foreclosure proceedings. If we fail to pay according to the terms of said note 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 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 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 31st day of May, 1979.

John R. Dasher

Danny F. King

Marcus Harris

Peter B. Harris

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

BOOK 5444 PAGE 450

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Marvin Harris and wife Reba Harris 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 31st day of May, 1979.

Janice O Boyd
Notary Public

My Commission Expires:

9-27-81

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Danny F. King and John R. Parker, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within named instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 31st day of May, 1979.

Janice O Boyd
Notary Public

My Commission Expires:

9-27-81

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $165,000.00.

Marvin Harris
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31st day of May, 1979.

Janice O Boyd
Notary Public

My Commission Expires:

9-27-81

IDENTIF. REFERENCE

JUN 4 10 55 AM '79
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

F 3 2 5 1 3

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

BOOK 5444 PAGE 451

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
			165000.00-	CO
			160000.00-	MO
			429.00	CO TX
			158.00	MO TX
			.50	PRFEE
			8.00	WDEED
				CHECK 595.50-
			6839A06/04/79	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 32513

IDENTIF. REFERENCE

JUN 4 10 56 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 687851