This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

NELLIE MAI M. BARNES, A WIDOW

TO

RICHARD W. DURHAM, ET UX

Mail For draftsman's use
Prepared By:
Tom G. Coleman, Jr.
Attorney at Law
1702 Parkway Towers
Nashville, Tennessee 37219

BOOK 5447 PAGE 379

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
RICHARD W. DURHAM, ET UX (NAME)	NEW OWNER (NAME)	MAP-133-2-6
250 Sunrise Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	LDA-30281
Nashville, Tenn 37211 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

JUN 8 11 47 AM '79

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

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 32,000.00 Tom G. Coleman
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF June, 1979.

Notary Public

MY COMMISSION EXPIRES: 8-3-80

(AFFIX SEAL)

33600

FOR AND IN CONSIDERATION OF the sum of ----THIRTY-TWO THOUSAND AND 00/100 ($32,000.00) ---------- DOLLARS

of which $ 2,000.00 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 this day executed their one promissory note of even date herewith in the principal sum of $30,000.00 payable to the order of Nellie Mai M. Barnes and executed by Richard W. Durham and wife, Karen B. Durham, and given as part of the purchase money on the herein described property. Said note is payable as follows: $1,000.00 payable on or before September 1, 1979, plus interest at the rate of 11% per annum on the unpaid principal sum, and the balance of $29,000.00 payable in 59 consecutive monthly installments of $284.49 each, including both principal and interest, interest being at the rate of 11% per annum on the unpaid principal sum, and a 60th and final consecutive monthly installment in the amount of the then unpaid balance of both principal and interest, interest being at the rate of 11% per annum on the unpaid principal sum. The first monthly installment payment falling due on the 1st day of July, 1979,*

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,

NELLIE MAI M. BARNES, A WIDOW

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

RICHARD W. DURHAM AND WIFE, KAREN B. DURHAM

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 20 on the Plan of William Lee's Subdivision of the Roth Property, as of record in Book 1130, Page 67, Register's Office for said County.

Said Lot No. 20 fronts 60 feet on the northerly side of Sunrise Avenue and extends back 181.73 feet on the easterly line and 181.7 feet on the westerly line, to the southerly margin of lot "C" in said subdivison, measuring 60 feet thereon.

Being the same property conveyed to Clarence E. Barnes and wife, Nellie Mai M. Barnes, by deed from R. B. Woodroof and wife, Margaret D. Woodroof, of record in Book 1911, Page 183, Register's Office for Davidson County, Tennessee. That the said Clarence E. Barnes has since deceased, and title is now vested in Nellie Mai M. Barnes as the surviving tenant by the entireties. That all debts and inheritance taxes, if owing, against the estate of Clarence E. Barnes have been paid.

This instrument is made subject to restrictive covenants of record in Book 1300, Page 572, said Register's Office, and to all applicable local government planning, building and zoning regulations.

*Continued, see page two....

This is unimproved ( ) improved (X) property, known as 250 (House Number) Sunrise Avenue (Street) Nashville, Tenn. 37211 (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 Tom G. Coleman, 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 $insurable interest 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 June 1979.

*Nellie Mai M. Barnes

Richard W. Durham

Karen B. Durham

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 Nellie Mai M. Barnes, a widow, and Richard W. Durham and wife, Karen B. Durham 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, Tennessee, this 4th day of June, 1979.

Mrs. Teresa J. Garrett
Teresa J. Garrett, Notary Public.

My Commission Expires Feb. 2, 1981
Commission expires .....

*Continued from page one.....
and continuing in consecutive monthly installments as aforesaid until both principal and interest are fully paid. Amounts paid will be credited first to interest due; balance to unpaid principal sum. The holders of this indebtedness will notify the Grantees, their heirs and assigns, at the end of four years and nine months whether the holder desires to extend the time for payment an additional five years on terms to be negotiated at that time.

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

BOOK 5447 PAGE 381

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
			32000.00- CO	
			30000.00- MO	
			83.20 CO TX	
			28.00 MO TX	
			.50 PRFEE	
			4.00 WDEED	
			CHECK	115.70-
8205406/08/79			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 33600

IDENTIF. REFERENCE

JUN 8 11 47 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 689178