This instrument prepared by:
John T. Blankenship
3311 Gallatin Road
Nashville, Tennessee 37216

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INSTALLMENT DEED

For and in Consideration of the sum of Twenty Thousand Dollars ($20,000.00) Dollars,

of which Two Thousand Dollars ($2,000.00) Dollars,

has been paid in cash by George L. West and wife, Roberta S. West

the receipt of which is hereby acknowledged, and for the remainder Eighteen Thousand Dollars ($18,000.00) Dollars,

the said George L. West and wife, Roberta S. West have

executed an installment deed note of even date herewith, in the principal amount of $18,000.00, together with interest at the rate of ten per cent (10%) per annum, payable to Wayne Epperly and wife, Ruth S. Epperly, in monthly installments of $333.47 each, said monthly installments to begin on the 15th day of May, 1979, and continue on the 15th day of each succeeding month thereafter until the entire principal and interest is paid.

~~and bearing interest from date~~ 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, Wayne Epperly and wife, Ruth S. Epperly

have this day bargained and sold, and do hereby transfer and convey unto the said George L. West and wife, Roberta S. West, their heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Being the northerly 20 feet of Lot No. 161 on the map of McGavock and Wetmore Addition to Nashville, called the Town of McGavock, of record in Book 21, page 23, Register's Office for said County.

Said part of this lot fronts 20 feet on the southwesterly side of 9th Avenue North and runs back between parallel lines 150 feet to an alley.

Being the same property conveyed to Wayne Epperly and wife, Ruth S. Epperly by deed from Mary Louise Davenport Jones and husband, Joseph Wayne Jones, dated the 3rd day of December, 1977, and of record at Deed Book 5241, page 589, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) / improved (XX) property, know as 1403 1/2 9th Avenue North, Nashville, Tn. 37216
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said George L. West and wife, Roberta S. West 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 said real estate to said George L. West and wife, Roberta S. West, 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 George L. West and wife, Roberta S. West,

do hereby transfer and convey unto John T. Blankenship, 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 George L. West and wife, Roberta S. West

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 $ 18,000.00 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 George L. West and wife, Roberta S. West 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 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 George L. West and wife, Roberta S. 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 John T. Blankenship, 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 Wayne Epperly and wife, Ruth S. Epperly and George L. West and wife, Roberta S. West hereunto set our hands at Nashville, Tennessee, this the 16th day of April 19 79

Wayne Epperly

Ruth S. Epperly

George L. West

Roberta S. West

STATE OF TENNESSEE
Davidson County

Personally appeared before me, George C. Reel, a Notary Public in and for said County and State, the within named Wayne Epperly and wife, Ruth S. Epperly

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 16th day of April, 19 79

George C Reel, Notary Public.

Commission Expires May 21 1981

STATE OF Tennessee
Davidson **County.**

Personally appeared before me, George C. Reel, a Notary Public in and for said County and State, the within named George L. West and wife, Roberta S. West

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 22nd day of May, 19 79

George C Reel, Notary Public.

Commission Expires May 21 1981

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, ...

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County aforesaid, personally appeared ....., a Notary Public of the State and 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..

Commission expires ....., Notary Public.

(over for additional acknowledgements)

INSTALLMENT DEED

FROM
Wayne Epperly and wife, Ruth S.

TO
George L. West and wife, Roberta S.

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

F. 34666
mail
ews

IDENTIF. REFERENCE

JUN 14 3 46 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

TOBEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
George L. West (NAME)	Same (NAME)	81-12
1403 Ninth Ave. No (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	parcel 404
Nashville Tenn (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

John T. Blankenship
3311 Gallatin Road
Nashville, Tennessee, 37216

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 20,000.00

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14th DAY OF June, 1979

Notary Public

MY COMMISSION EXPIRES: May 21 1987

(AFFIX SEAL)

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

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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
			20000.00- CO	
			18000.00- MO	
			52.00 CO TX	
			16.00 MO TX	
			.50 PRFEE	
			8.00 WDEED	
			CHECK	76.50-
9621	A	06/14/79	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 34666

IDENTIF. REFERENCE

JUN 14 3 46 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 690553