06/27 91.00- 91504

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

Lyndal Roberts and wife,
Margaret D. Roberts

TO

John A. Biola and wife,
Celeste B. Biola

For draftsman's use

This Instrument was prepared by
Jno. B. Cobb, Jr., Attorney at Law
Stahlman Building, Nashville, Tenn.

BOOK 5456 PAGE 805

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
John A. Biola (NAME)	L. A. Newman Company (NAME)	118-1-314
1929-20th Ave. So. (STREET ADDRESS OR ROUTE NUMBER)	107-3rd Ave. N. (STREET ADDRESS)	22W 12505
Nashville, Tennessee-37212 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37201 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

JOHN C. TUCK III REGISTER DAVIDSON COUNTY, TENN.
JUN 27 3 05 PM '79
IDENTIFICATION REFERENCE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 25,000.00 John A. Biola
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 20 th DAY OF June, 19 79.

Notary Public

MY COMMISSION EXPIRES: January 21, 1983
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Twenty Five Thousand and No/100 ---------- ($25,000.00)---------- DOLLARS

of which $ 3,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for ~~XXXXXXXXXXXXXXXXXX~~

SEE ATTACHED ADDENDUM MARKED EXHIBIT "A".

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,

Lyndal Roberts and wife, Margaret D. Roberts

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

John A. Biola and wife, Celeste B. Biola

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

Land in Davidson County, Tennessee, being Lot No. 146 on the Plan of Montrose Place, as of record inBook 57, page 93, Register's Office for said County.

Said Lot No. 146 fronts 50 feet on the southerly side of Montrose Avenue, formerly Bethel Street and runs back 172.5 feet on the westerly line and 164.7 feet on the easterly line to an alley, measuring 50.7 feet thereon.

Being the same property conveyed to Lyndal Roberts and wife, Margaret D. Roberts by deed from James Wendall Eaton and wife, Wilma A. Eaton, of record in Book 4647, page 423, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to Condemnation Letter from Metro of record in Book 5260, page 634, Register's Office for Davidson County, Tennessee.

unimproved ( )
is improved (X) property, known as 919 Montrose Avenue S. Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

EXHIBIT "A"

and for the remaining $22,000.00 (which said figure includes the remaining unpaid balance of $12,065.87 Dollars secured by the first deed of trust as hereinbelow mentioned), the said John A. Biola and wife, Celeste B. Biola have executed their one note of even date herewith in the original principal amount of $22,000.00, payable to the order of Lyndal Roberts and wife, Margaret D. Roberts in monthly installments of $209.18 each, to be applied first to interest at the rate of 10% per annum, and balance to principal, until June 13, 1994 when the entire principal balance together with any accrued interest shall be paid in full.

This conveyance is made subject to a first mortgage in the original principal amount of $12,487.34, payable to the order of L. A. Newman and Company in monthly installments of $_____, and secured by a deed of trust executed by Lyndal Roberts and wife, Margaret D. Roberts to C. W. Donnell, Trustee. The grantors herein agree that the monthly installments of $209.18 each are to be applied first to the payments on the first mortgage as herein set out, until such time as said first mortgage is paid in full, both principal and interest, and further agree to secure a full release of same. The grantors herein further agree that in the event that said first mortgage should become delinquent, then the grantees herein reserve the right to apply such payments to said first mortgage, so as to prevent any default in said first mortgage, and apply any residue from said monthly payments to the payment of any sums owing to the grantees herein.

In addition to the agreement as hereinabove set out, and to better secure the lien note, we the grantees hereby agree to pay to the grantors an additional sum of $37.90 per month, simultaneously with the monthly payments on said note, representing 1/12 of the yearly fire insurance premium and taxes, and grantors shall pay said taxes and insurance premiums as they become due and payable. Adjustments may be made periodically, depending upon an increase or decrease in said taxes or insurance premiums.

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 seised 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 value, 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 20th day of June 19 79.

John A. Biola

Celeste B. Biola

Lyndal Roberts

Margaret D. Roberts

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 Lyndal Roberts and wife, Margaret D. Roberts and John A. Biola and wife, Celeste B. Biola, the bargainor, 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 20th day of June, 19 79.

DIANE COBLE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Notary Public.

Commission expires January 15, 1983.

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 _____.

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

BOOK 5456 PAGE 808

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
			25000.00- CO	
			20000.00- MO	
			65.00 CO TX	
			20.00 MO TX	
			.50 PRFEE	
			6.00 TDEED	
	VD		6.00- TDEED	
			6.00 WDEED	
			CHECK 91.50-	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F-37098

IDENTIF. REFERENCE

JUN 27 3 05 PM '78

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

No. 693488