Prepared by J. F. Woodard
Attorney at Law
223 Madison St
Madison, Tennessee 37115

BOOK 5460 PAGE 799 **Installment Deed**

4373 07/06 70.90- CHECK

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James F. Allen et ux,	same as new owner	Part of
(NAME:) 330 Pitts Avenue	(NAME:)	53-16
(STREET ADDRESS OR ROUTE NUMBER) Old Hickory, TN 37138	(STREET ADDRESS)	Par 95 TL
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Nineteen Thousand and no/100 ($19,000.00) --- *Dollars, of which* Two Thousand and no/100 ($2,000.00) --- *Dollars has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Seventeen Thousand and no/100 ($17,000.00) *Dollars,* James F. Allen and wife, Daphine Allen, *have executed* one note of even date herewith to the grantors, payable in monthly installments of $200.00 per month, including interest at the rate of 10% per annum, beginning 7/1/1979, said payments being due the same day of each succeeding month until paid in full. Each payment shall be applied first to accrued but unpaid interest and then to principal.

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, Albert H. Woodard and wife, Alta Lois Woodard, *have this day bargained and sold, and do hereby transfer and convey unto the said* James F. Allen and wife, Daphine Allen, their *(successors), heirs and assigns, certain real estate in* DAVIDSON *County, Tennessee, as follows:*

Land in the City of Lakewood, 4th Civil District of Davidson County, Tennessee and beginning at an iron pin in the margin of Pitts Avenue at the corner of the lot owned by the grantees herein, the same being the northeast corner of the grantors property. Continuing north 66° 22' west 75 feet to another iron pin in the margin of Pitts Avenue; thence south 17° 22' west 116 feet to an iron pin; thence south 63° 21' east 76 feet to an iron pin in the line between the property of the grantors and the grantees; thence north 17° 22' east 120 feet to the point of beginning.

Being part of the same property conveyed to Albert H. Woodard and wife, Alta Lois Woodard by deed from Glenard R. Kimbrough of record in Book 1291, page 547, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $19,000.00

Subscribed and sworn to before me, this the 12th day of July, 1979

Affiant

My commission expires: Jan. 11, 1982 (Affix Seal)

Notary Public

This is improved ( ) unimproved (XX) property, known as Pitts Avenue, Old Hickory, Tennessee (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 James F. Allen and wife, Daphine Allen, their *(successors), 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 and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* James F. Allen and wife, Daphine Allen, 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 James F. Allen and wife, Daphine Allen, *hereinafter referred to as trustors, hereby transfer and convey unto* J. N. Woodard, *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 $ 15,000.00 *, 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.

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.

BOOK 5460 PAGE 800

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 Registers Office for 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.

Witness our hand S this 16th day of May, 19 79 the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Albert H Woodard — James F Allen

Alta L. Woodard — Daphine Allen

THIS INSTRUMENT WAS PREPARED BY:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned a Notary Public in and for said County and State, Albert H. Woodard and wife, Alta Lois Woodard and James F. Allen and wife, Daphine Allen,

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 Madison Tennessee, this 16th day of May, 1979.

J. K. Kirkland Notary Public

Commission expires Jan 16, 1980

NOTARY PUBLIC STATE OF ILLINOIS

STATE OF TENNESSEE
COUNTY OF

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

FILED JUL 6 9 45 AM '79
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

IDENTIFICATION

F 38478

INSTALLMENT DEED

FROM ALBERT H. WOODARD et ux

TO JAMES F. ALLEN et ux

BOOK 5460 PAGE 800

TITLE INSURED BY POLICY NUMBER:

Title Associates, Inc. Livery of Seisin

Compliments of Title Associates, Inc.

REPRESENTING US-LIFE TITLE INSURANCE Company of New York

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

RECEIVED OF _____

FOR _____

BOOK 5460 PAGE 801

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
			1503 .00- CO	
			1703 .00- MO	
			45.40 CO TX	
			15.00 MO TX	
			.50 PRFE	
			6.00 WDE.D	
			CHECK	70.90-
4373A07/06/79			DAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F-38478

IDENTIF. REFERENCE

JUL 6 9 45 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 695160