BOOK 5465 PAGE 156

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM
MARION H. KING and wife,
MARGARET G. KING

TO
JOHN H. WHITESELL and
RONALD W. FISCHER

For draftsman's use
File Ref 4
THIS INSTRUMENT WAS PREPARED BY:

FOLEY & WEISS, ATTORNEYS
908 Fidelity Federal Building
Nashville, Tennessee 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
JOHN H. WHITESELL &	OWNER	MAP: 7-16
RONALD W. FISCHER (NAME)	(NAME)	
1402 Artic Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel: 52 &
Nashville, Tenn. 37207 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	51

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

JUL 13 4 25 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 5,000.00 Value Fee
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 13th DAY OF JULY 1979.

Notary Public

MY COMMISSION EXPIRES: 11/7/79

(AFFIX SEAL)

NOTARY PUBLIC AT LARGE

FOR AND IN CONSIDERATION OF the sum of FIVE THOUSAND AND NO/100---------- ($5,000.00) ---------- 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 the remainder the said grantees have executed their joint promissory note of even date herewith payable to the order of the Grantors in the sum of $2,000.00, payable in 24 monthly installments of $91.37, each, including interest at the rate of 9% per annum, beginning Spetember 1, 1979, with the final payment, if not sooner paid, being due on the 1st day of August, 1981. Payments to be credited first to the payment of interest at the rate of 9% per annum, remainder to principal.

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,

MARION H. KING and wife, MARGARET G. KING

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto JOHN H. WHITESELL and RONALD W. FISCHER, our 1/4 undivided interest in and to the following described property, herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

SEE ATTACHED SHEET MARKED "EXHIBIT A"

FOR LEGAL DESCRIPTION

unimproved ( )
is improved (X) property, known as 1402 Artic Avenue, Nashville, Tennessee 37207
(House Number) (Street) 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 J. J. Foley, 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 $ Ins. 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 13th day of July 1979

Marion H. King
MARION H. KING

Margaret G. King
MARGARET G. KING

John H. Whitesell
JOHN H. WHITESELL

Ronald W. Fischer
RONALD W. FISCHER

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 Marion H. King and wife, Margaret G. King and John H. Whitesell and Ronald W. Fischer

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 13th day of July, 1979.

Notary Public.

Commission expires 11-7-79.

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 .

BEING the westerly 60 feet of Lot No. 21, the easterly part of Lot No. 21, and the westerly part of Lot No. 20, on the Map of John Scruggs Subdivision of 8 acres, as of record in Book 161, Page 86, Register's Office for said County, together with a 12 foot strip paralleling the northerly or rear line of Lot No. 21 and 20 as set out on the official map of Metropolitan Government of Nashville and Davidson County, Tennessee, Map Number 71-6, parcels 52 and 51, and abandoned by Metropolitan Government by Ordinance Number 64-324, and described in 2 tracts as follows:

TRACT I: Beginning at a point in the northerly margin of Artic Avenue 58 feet west of the common corners of Lot No. 21 and 20; thence with the margin of Artic Avenue westwardly 72 feet to a point; thence northwardly 142.3 feet, more or less, to the centerpoint in an abandoned alley; thence eastwardly with the center line of said alley 72 feet, more or less, to a point; thence southerly and parallel with the westerly line of Lot 21, 135 feet, more or less, to the point of beginning.

TRACT II: Beginning at a point in the northerly margin of Artic Avenue, being the common front corners of Lots Nos. 21 and 20; thence westwardly 58 feet to a point; thence northwardly 135, feet, more or less, to the center of an abandoned alley; thence eastwardly with the center line of said abandoned alley 58.3 feet, more or less, to a point; thence southerly and parallel with the westerly side lot line in Lot No. 21, 132.5 feet, more or less, through the westerly portion of Lot 20 to the point of beginning.

BEING the same property conveyed to Marion H. King, Margaret G. King, Hubert Leroy Shifflett, John H. Whitesell and Ronald W. Fischer by deed from Morris Tucker, Jr., and wife, Martha A. Tucker of record in Book 5440, Page 409, Register's Office for Davidson County, Tennessee.

THIS conveyance is subject to an easement for public utility and drainage purposes along a 12-foot strip parallel with the westerly lot line of Lot No. 21, and a public utility and drainage easement along the rear 5 feet of Lots No. 21 and 20, retained in Ordinance 64-324 closing, vacating and abandoning the alley north of Artic Avenue, west of Brick Church Pike.

THIS conveyance is subject to a deed of trust of record in Book 5277, Page 112, a Vendor's Lien retained in Installlment deed of record in Book 5440, page 409, and Financing Statement of record in Book 5440, Page 416, Register's Office for Davidson County, Tennessee, which Grantees assume and agree to pay.

EXHIBIT "A" TO DEED FROM MARION H. KING AND WIFE, MARGARET G. KING TO JOHN H. WHITESELL AND RONALD W. FISCHER

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

RECEIVED OF _____

FOR _____

BOOK 5465 PAGE 159

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

5000.00- CO
13.00 CO TX
.50 PRFEE
9.00 WDEED
CHECK 22.50-
6383A07/13/79 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F.40033

IDENTIF. REFERENCE

JUL 13 4 29 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 697117