BOOK 5470 PAGE 152

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

Stanley P. Frank, et ux. and

Walter Stokes, III

TO

Charles E. Butler and wife,

Alvesta W. Butler

For draftsman's use

This Instrument Was Prepared By

MORRIS LEVINE, Attorney-at-Law

717 Stahlman Bldg., Nashville, Tenn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Charles E. Butler, et ux. (NAME)	Mr. and Mrs. Charles E. Butler (NAME)	105-9
924 Benton Avenue (STREET ADDRESS OR ROUTE NUMBER)	919 Lawrence Avenue South (STREET ADDRESS)	407
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIFICATION REFERENCE

Jul 24 12 53 PM '79

FELIX E. ROSSON REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 33,000.00 Stanley P. Frank
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 24th DAY OF July, 1979

Notary Public

MY COMMISSION EXPIRES: My Commission Expires Jan. 27, 1981

(AFFIX SEAL)

My Commission Expires Jan 27, 1981

FOR AND IN CONSIDERATION OF the sum of Thirty Three Thousand---------- ($33,000.00)----------and 00/100--------- 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 this joint promissory note in the principle sum of $30,000.00 of even date herewith which said note is payable to the order of Stanley P. Frank, as custodian and trustee of the estate of Manuel Frank, deceased, and Walter Stokes, III and Stanley P. Frank, individually. Said note being payable in 216 monthly installments of $299.96 each including interest to be applied, first, to the payment of interest on the principal, or so much thereof as shall from time to time remain unpaid, and the balance to be applied to payment of principal, until the entire amount is paid in full. The first payment of $299.96 is due and payable on September 1, 1979, and thereafter on or before the 1st day of each succeeding month until full payment is made; by agreement of the holders of said note, said payments are to be divided and distributed as follows: Out of the monthly payments, the first twelve payments received in the amount of $263.75 are to be turned over to Walter Stokes, III and Stanley P. Frank in equal portions and at the end of twelve months their interest in said note shall be extinguished. For the first twelve payments the sum of $36.21 shall be paid over to the custodian and trustee of the Manuel Frank estate and after the twelfth payment is received from the grantees herein the full amount of each monthly payment shall be distributed to the said custodian and trustee of the Emanuel Frank estate and payments to continue until the outstanding balance owing by the grantees is paid in full.

and providing for payment of attorney's fees, and to secure the payment of said note of notes, principal and interest, and attorney's fees, is expressly retained on the land herein conveyed,

We, Stanley P. Frank and wife, Phyllis M. Frank, a ½ undivided interest, as tenants by entirety, and Walter Stokes, III, a ½ undivided interest

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

Charles E. Butler and wife, Alvesta W. Butler,

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

Being the westerly part of Lot No. 42 on the plan of Waverly Place, as of record in Book 57, page 95, Register's Office for said County.

Said westerly part of Lot No. 42 fronts 55.6 feet on the northerly side of Benton Avenue, formerly Arthington Street, and runs back on the easterly side 222.5 feet and on the westerly side 218 feet to an alley upon which it measures 62.7 feet.

Being the same property conveyed to Stanley P. Frank and wife, Phyllis M. Frank, a ½ undivided interest as tenants by entirety, and Walter Stokes, III, a ½ undivided interest by deed from James I. Trotter, Jr. and wife, Mildred Trotter of record in Book 5235, page 31, Register's Office for Davidson County, Tennessee.

unimproved ( )
is improved (X) property, known as 924 (House Number) Benton (Street) Avenue P. O. Address: Nashville, Tennessee (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 Morris Levine 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 $ 30,000.00 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 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 24th day of July 19

X Stanley P. Frank — Charles E. Butler

X Phyllis M. Frank — Alvesta W. Butler

X Walter Stokes

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Charles M. Robin, a Notary Public in and for said County and State, the within named Stanley P. Frank and wife, Phyllis M. Frank, a ½ undivided interest, as tenants by entirety, and Walter Stokes, III a ½ undivided interest and Charles E. Butler and wife, Alvesta W. Butler. 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, DAVIDSON COUNTY, Tennessee, this 24th day of July, 19 79

Charles M. Robin, Notary Public.

My Commission Expires Jan. 27, 1981
Commission expires

CHARLES M. ROBIN NOTARY PUBLIC DAVIDSON COUNTY

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

RECEIVED OF _____

FOR _____

BOOK 5470 PAGE 154

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
			33000.00- CO	
			30000.00- MO	
			66.30 CO TX	
			28.00 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK 120.30-	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK .00

F. 41805

IDENTIF. REFERENCE

JUL 24 12 53 PM '79

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

No. 699316