Leon Ruben, Attorney
325 Plus Park Blvd., Nashville, TN 37217

BOOK 5475 PAGE 902

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
ARLIEN F. WOODARD, ET AL	SAME	93-4
(NAME)	(NAME)	
821 West McKennie Ave	"	68 & 72
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville Tenn 37206	"	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ----------$130,000.00----------

One Hundred Thirty Thousand and no/100---------- *Dollars,*

of which ----------$6,364.29----------

Six Thousand Three Hundred Sixty Four and 29/100-- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder -------$123,635.71-------

One Hundred Twenty Three Thousand Six Hundred Thirty Five and 71/100 *Dollars,*

Arlien F. Woodard and Earl C. Woodard *have executed*

and assumed the unpaid balance of Forty One Thousand Six Hundred Thirty Five Dollars and 71/100 ($41,635.71) which is secured by Vendors Lien of record in Book 4689, Page 536, Register's Office for Davidson County, Tennessee, payable to Paul W. Crick and wife, Luda L. Crick, as therein specified, and further, the said Arlien F. Woodard and Earl C. Woodard have executed a joint promissory Note in the amount of Eighty Two Thousand Dollars ($82,000.00) payable to Dwight Manners and wife, Eleanor Manners. Said Note payable in monthly installments of One Thousand Dollars ($1,000.00) beginning September 1, 1979, and each first of the month thereafter until the Note, both principal and interest is paid in full. Said monthly installments include principal and interest at the rate of 9% per annum.

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, We, Dwight Manners and wife, Eleanor Manners

have this day bargained and sold, and do hereby transfer and convey unto the said Arlien F. Woodard and Earl C. Woodard, with the right of survivorship

Their *(successors), heirs and assigns,*

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

TRACT I: Land in Davidson County, Tennessee, being Lots Nos. 287 and 288 on the Plan of Williams Second Addition to Edgefield, now East Nashville, as of record in Book 21, page 60, Register's Office for said County.

Said Lots Nos. 287 and 288 front 50 feet each on the northerly side of Sevier Street and run back between parallel lines, 175 feet to an alley, said Lot No. 288 running back with the easterly margin of South 8th, formerly Hobson Street.

TRACT II: Being the northerly 110 feet of Lots Nos. 10 and 11 on the Plan of Pitt and Winters' Subdivision of Lot "C" of the Williams Land, as of record in Book 57, page 63, Register's Office for said County.

Said parts of said Lots Nos. 10 and 11 front 100 feet on the south side of Sevier Street and extend back between parallel lines, to the north line of the property conveyed by Paul W. Crick and wife, Luda

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Amount of consideration or value whichever is greater, for this transfer is 130,000.00

Affiant

Subscribed and sworn to before me this 31st day of August 79

Notary Public

My commission expires 4-17-83

(Affix Seal)

L. Crick, to the Nashville Housing Authority, of record in Book 3463, page 569, Register's Office for said County.

Being the same property conveyed to Dwight Manners, by deed from Paul W. Crick and wife, Luda L. Crick, of record in Book 4689, page 536, Register's Office for Davidson County, Tennessee.

unimproved ( )
This is improved (X) property, known as 606-625 South 8th Street, Nashville, Tenn.
(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 Arlien F. Woodard and Earl C. Woodard, with the right of survivorship Their ~~xxxxxxx~~ *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.*

Except Vendors Lien Assumed of record in Book 4689, Page 536, Register's Office for Davidson County, Tenn.

We *further covenant and bind* ourselves our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Arlien F. Woodard and Earl C. Woodard, with the right of survivorship Their ~~xxxxxxx~~, *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 Arlien F. Woodard and Earl C. Woodard, with the right of survivorship *hereinafter referred to as trustors, hereby transfer and convey unto* Leon Ruben, *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 $130,000.00, *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.

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 Register's Office for Davidson 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 1st *day of* August, *19* 79

Dwight Manners
DWIGHT MANNERS

By Eleanor Manners atty in fact
ELEANOR MANNERS
By: O. O. MANNERS, Attorney in fact

Arlien F. Woodard
ARLIEN F. WOODARD

Earl C. Woodard
EARL C. WOODARD

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned *, a Notary Public in and for said County and State,* Dwight Manners, Arlien F. Woodard, Earl C. Woodard,

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 Nashville *Tennessee, this* 1st *day of* August, *19* 79

Notary Public

Commission expires 1/15/83

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 5475 PAGE 905

On this the 1st day of August, 1979, before me personally appeared O. O. Manners, to me known to be the person who executed the foregoing instrument in behalf of Eleanor Manners, and acknowledged that he executed the same as the free act and deed of the said Eleanor Manners.

Witness my hand and official seal at Nashville, Tennessee, this the 1st day of August, 1979.

NOTARY PUBLIC

My Commission Expires: 4/15/83

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 .....

F. 43801

IDENTIF. REFERENCE

AUG 3 9 04 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

DWIGHT MANNERS, ET UX

TO

ARLIEN F. WOODARD and

EARL C. WOODARD, with right

of survivorship

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE

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

BOOK 5475 PAGE 906

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

130000.00- CO
82000.00- MO
338.00 CO TX
80.00 MO TX
.50 PRFEE
12.00 WDEED
CHECK 430.50-

1114A08/03/79 BAL .0-

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 4 3 8 0 1

IDENTIF. REFERENCE

AUG 3 9 04 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 701700