Installment Deed

This instrument prepared by Lytton J. Clark; 6109 Elizabethan Drive, Nashville, Tenn. 37205

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Elizabeth L. Stinson (NAME)	(Same) (NAME)	
6616 Valley Dr. (STREET ADDRESS OR ROUTE NUMBER)	6616 Valley Dr. (STREET ADDRESS)	118-1
Brentwood, Tn. 37027 Tn. (CITY) (P. O. ZONE) (STATE)	Brentwood, 37027 Tenn. (CITY) (ZONE) (STATE)	231

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FOR AND IN CONSIDERATION of the sum of Thirty-eight Thousand and no/100 Dollars ($38,000.00) *Dollars,*

of which Eight Thousand and no/100 Dollars ($8,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Thirty Thousand and no/100 Dollars ($30,000.00) *Dollars,*

Joseph M. Stinson and wife, Elizabeth L. Stinson *have executed* their promissory note payable to the order of Lytton J. Clark, payable in one hundred eighty (180) consecutive monthly installments in the sum of Three Hundred Thirty-six and 28/100 Dollars ($336.28) each, beginning September 2, 1979 and each installment including interest at the rate of ten and three-fourths percent (10 3/4%) 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, Lytton J. Clark

have this day bargained and sold, and do hereby transfer and convey unto the said Elizabeth L. Stinson

her *(successors), heirs and assigns,*

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

A certain tract or parcel of land in Davidson County, Tennessee, more particularly bounded and described as follows:

Being Lot No. 53 in Dr. L. G. Noel's second subdivision of Idlewild, a plan of which is recorded in Book 332, page 77, in the Register's office for said county.

Said Lot No. 53 fronts 50 feet on the northerly side of Paris formerly Pope Avenue and extends back northwardly between parallel lines 150 feet to a 15 foot alley.

Being the same property conveyed to Grover C. Brumit and wife, Ester F. Brumit by deed dated April 17, 1913, from Mrs. Katie Ward, a widow, of record in Book 437, page 347, Register's Office for Davidson County, Tennessee.
And being the same property conveyed to Ester F. Brumit by deed dated May 19, 1927, from Grover C. Brumit of record in Book 716, page 393, Register's Office for Davidson County, Tennessee Ester F. Brumit Winfree, being the same person as Ester F. Brumit.
Being the same property conveyed to Lytton J. Clark by deed dated January 15, 1973 from Ester F. Brumit Winfree of Record in Book 4672 pages 531-532 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 $ 38,000.00

Subscribed and sworn to before me, this the 2 day of Aug. 1979

Joseph M Stinson
Affiant

My commission expires: May 6, 1980 (Affix Seal)

Notary Public

unimproved ( )
This is improved (X) property, known as 1004 (House Number) Paris Avenue (Street) Nashville, (P. O. Address:) Tennessee (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Lytton J. Clark his (XXXXXX) *heirs and assigns forever.* he *covenant that* he is *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 for any easements, or restrictions of record in the Register's Office for Davidson County, Tennessee.

Lytton J. Clark *further covenant/and binds* Himself, his *heirs and representatives, to warrant and forever defend the title to said real estate to said* Elizabeth L. Stinson *(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 Joseph M. Stinson and wife Elizabeth L. Stinson *hereinafter referred to as trustors, hereby transfer and convey unto* Mary Kathryn Bates, *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 $25,000.00 *, 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 possess

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 trust 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 2 *day of* AUG *, 19*79.

Lytton J. Clark

Kathryn P. Clark

Joseph M Stinson

Elizabeth L. Stinson

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, John C. Walton *, a Notary Public in and for said County and State,* Lytton J. Clark, Kathryn P. Clark, Joseph M. Stinson, And Elizabeth L. Stinson

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that..... executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tenn. *this* 2 *day of* August *, 19*79

John C Walton
Notary Public

Commission expires May 6, 1980

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STATE OF.....
COUNTY OF.....

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

.....

the within named bargainor....., *with whom I am personally acquainted, and who acknowledged that*..... *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at....., *this*.....*day of*....., *19*.....

.....*Notary Public*

Commission expires.....

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.....

Mail Future Statements To
1139 Hubbard Ave
Nashville, Tenn 37215

INSTALLMENT DEED

FROM

LYTTON J. CLARK

TO

ELIZABETH L. STINSON

F 45375

IDENTIF. REFERENCE

AUG 10 9 08 AM '79

FELIX [illegible] II REGISTER
DAVIDSON COUNTY, TENN.

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

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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
			38000.00- CO	
			30000.00- MO	
			98.80 CO TX	
			28.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	139.30-
3056A08/10/79			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 45375

IDENTIF. REFERENCE

AUG 10 9 08 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 703597