oseph B. Pitt, Jr., Attorney
irst American Center
ashville, Tennessee 37238

Installment Deed

BOOK 5493 PAGE 470

ADDRESS NEW OWNER (S) AS FOLLOWS: John R. Parker, Trustee	SEND TAX BILLS TO: SAME	MAP-PARCEL NUMBERS 93-13-137
(NAME): 115 [illegible] Blvd.	(NAME):	
(STREET ADDRESS OR ROUTE NUMBER): [illegible]	(STREET ADDRESS):	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Two Hundred Thousand and no/100---------- ($200,000.00)---------- *Dollars,*

of which Twenty Five Thousand and no/100---------- ($25,000.00)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* One Hundred Seventy Five Thousand and no/100---------- ($175,000.00)---------- *Dollars,*

John R. Parker, Trustee *has executed* his promissory note of even date herewith for the principal amount of $175,000.00 payable to the order of W. P. Stevenson, Jr. in monthly installments as follows: On the first day of October, 1979 the sum of $1,578.19, and thereafter an additional 94 monthly installments on the same day of each successive month thereafter each for a like amount of $1,578.19, all of which include both principal and interest at the rate of 10¼% per annum, and one, the last installment being in the amount of $162,859.37, said note being amortized on a thirty year basis. No prepayment penalty.

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, I, W. P. Stevenson, Jr. and wife, Karen Stevenson

have this day bargained and sold, and do hereby transfer and convey unto the said John R. Parker, Trustee, with full power to mortgage, sell, transfer and convey without the joinder of any beneficiary.

(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 12 in O. B. Hayes' Addition to Nashville, a plan of which is registered in Plan Book 1, page 69, of the Chancery Court at Nashville, and described as follows:
Said Lot No. 12 lies at the northwest corner of 16th Avenue, South, formerly Belmont Street, and Hawkins, formerly Elizabeth or Clay Street; runs thence westerly, with the northern margin of said Hawkins Street, 150 feet to an alley; thence northerly, with the easterly margin of said alley, 50 feet to a point; thence easterly and parallel to Hawkins Street, 150 feet to the westerly margin of 16th Avenue South; thencesoutherly, with the westerly margin of said 16th Avenue South, 50 feet to the beginning.

Being the same property conveyed to W. P. Stevenson, Jr. by deed from Dorothy Ann Dillard, of record in Book 5232, page 900, Register's Office for said County.

It is agreed by the grantor herein that in the event that the note secured herein is paid in full within four years from the date hereof, he will pay to Allied Realty, Bob Burnett, and Ben Close the sum of $3,000.00; provided, however, that the grantor herein maintains complete power to release the lien retained herein when said note is paid in full.

MARY ENSEY NOTARY PUBLIC AT LARGE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 200,000.00

Affiant

Subscribed and sworn to before me, this the 4th day of Sept 19 79

My commission expires: 4/21/80 (Affix Seal)

Mary Ensey
Notary Public

The property is encumbered presently by an installment deed from Dorothy Ann Dillard to W. P. Stevenson, Jr., of record in Book 5232, page 900, Register's Office for Davidson County, Tennessee, to secure an indebtedness to Dorothy Ann Dillard. The indebtedness secured by said installment deed shall not be paid off in connection with the closing of the sale between the Seller and the Buyer, herein but it shall continue as an obligation of the Seller. The Seller shall pay the note secured by said installment deed and all other sums covered by said installment deed to Dorothy Ann Dillard, or her heirs or assignees, conditioned upon the Buyer making the payments to the Seller in accordance with the terms of the note secured herein. The Buyer shall have no right to make any payments to Dorothy Ann Dillard, or her heirs or assignees, provided for in said installment deed, unless there is a default under the terms of said installment deed by the Seller which causes foreclosure to be threatened, not caused by a failure of the Buyer to make prompt payment of the sums due under this installment deed, in which case the Buyer may pay a sufficient sum to cure said default and credit the same against the sums due the Seller.

Buyer to deposit 1/12 annual taxes and insurance with seller in an interest bearing savings account, said interest to be paid to buyer.

A late penalty of 10% of the amount of the payment shall be assessed to buyer if payments are not made by the 10th of the month.

This is unimproved ( ) improved (X) property, known as 723 16th Avenue South, Nashville, Tennessee 37203
(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 John R. Parker, Trustee *(successors), heirs and assigns forever.* I *covenant that* I am *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 installment deed of record in Book 5232, page 900, said Register's Office, referred to hereinabove.

I *further covenant and bind* myself, my *heirs and representatives, to* R. *warrant and forever defend the title to said real estate to said* John Parker, Trustee *(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 John R. Parker, Trustee *hereinafter referred to as trustors, hereby transfer and convey unto* Joseph B. Pitt, Jr., *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 $....., 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 4th *day of* September, *19* 79

John R. Parker, Trustee

John R. Parker, Trustee

W. P. Stevenson, Jr.

W. P. Stevenson, Jr.

Karen Stevenson

Karen Stevenson

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary Ensey, *a Notary Public in and for said County and State,* W. P. Stevenson, Jr. and wife, Karen Stevenson and John R. Parker, Trustee

the within named 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 *this* 4th *day of* Sept., *19* 79

Mary Ensey
Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires 4/21/80

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.....

PLEASE RETURN TO
CHICAGO TITLE INS. CO.
Attn: [illegible]
NASHVILLE, TENN. 37201

61

23712S

INSTALLMENT DEED

FROM
W. P. Stevenson, Jr. and wife,
Karen Stevenson

TO
R.
John/Parker, Trustee

F 50159

IDENTIF. REFERENCE

SEP 5 2 09 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

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RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			200[illegible].00-	CO
			175[illegible].00-	MO
			520.00	CO TX
			173.00	MO TX
			.50	PRFEE
			12.00	MDEED
			CHECK	705.50-
9247A09/05/79			BAL	.0

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F501159

IDENTIF. REFERENCE

SEP 5 2 09 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 709613