Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Louis N. Alverides, et ux	Louis N. Alverides, et ux	54-14-45
(NAME:) 306 Louviers Lane	(NAME:) 306 Louviers Lane	
(STREET ADDRESS OR ROUTE NUMBER) Old Hickory, Tennessee 37138	(STREET ADDRESS) Old Hickory, Tennessee 37138	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Ninety-Seven Thousand, Five Hundred Dollars ($97,500.00)---------- XXXXXXX

of which Thirty Thousand, Five Hundred Dollars ($30,500.00)----------

XXXXXX, *has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Sixty-Seven Thousand Dollars ($67,000.00) ---------- XXXXXXX,

Louis N. Alverides and wife, Judith D. Alverides,

ha *executed*

an installment deed promissory note of even date herewith providing for payment of the principal and interest thereon at the rate of ten and one-half per cent (10.5%) per annum in two hundred forty (240) monthly installments, the first such payment being due on October 1, 1979, and each of the remaining payments being due on the first day of each successive month thereafter.

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, Edward H. Lee and wife, Dorothy B. Lee

have this day bargained and sold, and do hereby transfer and convey unto the said Louis N. Alverides and wife, Judith D. Alverides, their

(XXXXXXXX), *heirs and assigns,*

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

Land in the 4th Civil District of Davidson County, Tennessee, being Lot No. 145 on the Plan of Brandywine Farms, Section IV, as of record in Book 3700, page 108, Register's Office for said county, as follows:

Beginning at a point in the southeasterly margin of Louviers Lane, a monument to the northwest corner of this lot; thence with said margin northeasterly 31.4 feet and 161.4 feet, and 40.0 feet, to a monument; thence around a curve 39.27 feet to a point in the southwesterly margin of Kennett Road; thence with said margin southeasterly 131.9 feet; thence south 50 degrees 44 minutes 42 seconds west 194.3 feet; thence north 44 degrees 27 minutes west 200.0 feet to the point of beginning.

Being the same property conveyed to Edward H. Lee and wife, Dorothy B. Lee, by deed from J. M. Sparkman and wife, Susie C. Sparkman, as of record in Book 4326, page 284, said Register's Office.

This conveyance is made subject to all applicable Metropolitan government planning and zoning regulations and to restrictions of record in Book 3816, page 544, Book 4162, page 870, 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 $ 97,500.00 ----

Subscribed and sworn to before me, this the 7th day of September, 79

My commission expires: Nov 26, 1980

Affix Seal

Affiant

Notary Public

unimproved ( )
This is improved (XX) property, known as 306 Louviers Lane, Old Hickory, Tennessee
(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 Louis N. Alverides and wife, Judith D. Alverides, their xxxxxxxxxx), *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 said real estate to said* Louis N. Alverides and wife, Judith D. Alverides, their xxxxxxxxx), *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 Louis N. Alverides and wife, Judith D. Alverides, *hereinafter referred to as trustors, hereby transfer and convey unto* Malcolm L. Mimms, 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, xxxxxxxxxxxxxxxxxxxxxx *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 shall furnish to said holder on or before Oct. 1 of each year sufficient evidence of said coverage for the coming year.

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 be hereafter be required to appear in any court or to employ counsel to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or to employ counsel 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 10 *percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.* Trustors shall furnish to said holder on or before Feb. 1 of each year sufficient evidence of payment of all such taxes and assessments due for the previous year.

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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 execution hereof by xxxx

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

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Personally appeared before me, Glenda L. Smith, *a Notary Public in and for said County and State,* Louis N. Alverides and wife, Judith D. Alverides, *the within named bargainor* 3, *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* 7th *day of* September, *19*79

Glenda L. Smith *Notary Public*

Commission expires Nov 26, 1980

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. 507552

IDENTIF. REFERENCE

SEP 7 3 47 PM '79

FEE $ PAID IN THE REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

TO

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
			9750 [illegible] - [illegible]	
			670 [illegible] - MO	
			253.50 [illegible] TX	
			[illegible] [illegible] TX	
			.50 [illegible]	
			12.00 [illegible]	
			[illegible] [illegible] -	
			9705A05/07775 [illegible]	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F-50752

IDENTIF. REFERENCE

SEP 7 3 47 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 710338