L.S.
60-12-59

INSTALLMENT DEED

BOOK 5507 PAGE 650

For and in Consideration of the sum of Ten Thousand Five Hundred and 00/100 ($10,500.00) Dollars,

of which Two Thousand and 00/100, ($2,000.00) Dollars,

has been paid in cash by Walter Eugene Graves and wife, Dorothy Louise Graves

the receipt of which is hereby acknowledged, and for the remainder Eight Thousand and 00/100 ($8,500.00) Dollars,

the said Walter Eugene Graves and wife, Dorothy Louise Graves have assumed and agreed to pay the unpaid balance of a note in the original principal sum of $7,300.00 payable to Fidelity Federal Savings & Loan Association in monthly installments and secured by a deed of trust of record in Book 3011, page 259, Register's Office for Davidson County, Tennessee; and for further consideration the grantees, herein named, have assumed and agreed to pay the unpaid balance of a certain promissory note executed by Joseph N. Daniel and wife, Claudia Daniel and made payable to Walter B. Williams and wife, Margie L. Williams, in monthly installments of $10.00 each, which includes principal and interest at the rate of 6% per annum, beginning March 1, 1960 with the balance being due and payable on or before March 1, 1975, said payments to be applied first to the payment of interest on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum until the entire amount, both principal and interest, has been paid in full,

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained

on the land herein conveyed, we, Joseph N. Daniel and wife, Claudia Daniel

have this day bargained and sold, and do hereby transfer and convey unto the said

Walter Eugene Graves and wife, Dorothy Louise Graves, their heirs and assigns,

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

Being part of the Russell M. Tate 6.17 acre tract of record in Book 1537, page 578, Register's Office for said County, and described according to a survey By Z. T. Wilkinson, Suveyor, date November 7, 1958, as follows:

Beginning at a point in the northerly margin of Hart Lane 70 feet west of the southwest corner of a ten acre tract of land conveyed to Edna McGann Alexander, by deed from Lucile Smith, a widow, of record in Book 1513, page 117, Register's Office for said County,; thence north 6deg. east 200 feet to an iron pin; thence north 82deg. 25 feet west 90 feet to an iron pin; thence south 6deg. west 200 feet to an iron pin in the northerly margin of Hart Lane; thence along the northerly margin of Hart Lane 90 feet to the point of beginning.

being the same property conveyed to Joseph N. Daniel and wife, Claudia Daniel by deed from Walter B. Williams and wife, Margie L. Williams as of record in Book 3027, page 460, Register's Office for Davidson County, Tennessee.

Address of New Owner
Walter & Graves
119 Hart Lane
Nashville Tenn.
37207

Tax bills:
Fidelity Federal Savings + Loan
Nashville Tenn.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Walter Eugene Graves and wife, Dorothy Louise Graves, 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., except as above mentioned.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Walter Eugene Graves and wife, Dorothy Louise Graves, 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 Walter Eugene Graves and wife, Dorothy Louise Graves

do hereby transfer and convey unto John B. Henry, 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 Walter Eugene Graves and wife, Dorothy Louise Graves

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 $8,500.00 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 interst 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 Walter Eugene Graves and wife, Dorothy Louise Graves 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; If 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 trust 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 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 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 Walter Eugene Graves and wife Dorothy Louise Graves/ their 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

John B. Henry, Trustee, shall be vested in said successor.

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 Joseph N. Daniel, Claudia Daniel, Walter Eugene Graves and Dorothy Louise Graves

hereunto set our hands at Nashville, Tennessee, this the 26 day of May 1960

Joseph N. Daniels
Claudia Daniel
Walter Eugene Graves
Dorothy Louise Graves

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Mrs. Joe L. Jenkins, a Notary Public in and for said County and State, the within named Joseph N. Daniel, Claudia Daniel, Walter Eugene Graves and Dorothy Louise Graves *

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 Tennessee, this 26th day of May, 19 62

Mrs Joe L. Jenkins, Notary Public.

Commission Expires May 26, 1962

STATE OF ______________________
______________________ **County.**

Personally appeared before me, ______________________, a Notary Public in and for said County and State, the within named ______________________

the 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 ______________________

F-13,311

INSTALLMENT DEED

FROM

Joseph N. Daniel, et ux

TO

Walter Eugene Graves, et ux

Attorneys Title Company

Titles Guaranteed

NASHVILLE, TENN.



JOHN TORLEY CO., NASHVILLE

F 55292

IDENTIF. REFERENCE

Oct 1 3 48 PM '79

FELIX E. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 10,500.00 Walter E. Graves

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF Oct. 1979.

Deputy Register

BOOK 5507 PAGE 653

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 5507 PAGE 654

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	BYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

10500.00- CO
27.50 CO TX
.50 PRFEE
12.00 MOECO
CASH 39.50-
5612A10/01/79 REL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 55292

OCT 1 3 48PM 79

REGISTER OF DEEDS
DAVIDSON COUNTY, TENN.

No: 715800