map parcel to be assigned RU

INSTALLMENT DEED

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For and in Consideration of the sum of Three Thousand ($3,000.00) And 00/ - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - Dollars,

of which Five Hundred ($500.00) And 00/100 - - - - - - - - - - - - - - - - - - - - - - Dollars,

has been paid in cash by Helene Gray, a married person

the receipt of which is hereby acknowledged, and for the remainder Two Thousand five ($2,500.00) And 00/100 - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - Dollars,

the said Grantee has promise to pay to order of Home Owners Enterprises, Incorporated, the principle sum of Two Thousand five (2,500.00) dollars of sixty-dollars ($60.00) per month, and thereafter a like amount on the 12th of November, 1979. Said payments to be applied first to payment of interest at the rate of 9% per annum, 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~~ nine 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, to Helene Gray, the said Home Owners Enterprises, Inc.,

have this day bargained and sold, and do hereby transfer and convey unto the said Helene Gray her heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: As described by H. N. Jackson, Registered Civil Engineer and land surveyor:

Beginning at the SW corner of the area listed in the Sherrills lot, S2.0861 W 222.0, Thence N 87.9139 W 172.0, Thence N 2.0861 E 280.0, Thence S 67.277E 160.0, Thence S 86.349 E 35.0 to place of beginning containing 1.04 acre.

Being a part of the same property conveyed to HomeOwners Enterprises, Inc., of Record in Book 5065, page 354; Book 5065, page 357, Book 5071, page 575, and as described by a survey by Howard N. Jackson, of Record in Book 5509 page, 985, Register's Office for Davidson County, Tennessee.

This is unimproved (X) improved ( ) property, known as
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Helene Gray, grantee and her heirs and assigns forever. We covenant that 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 grantee, her 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 me in hand paid, I, the said Grantee,

do hereby transfer and convey unto Ambrose W. J. Clay, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said grantee

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 $Insured value 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.

I 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 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 I, the said grantee 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 I, 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; I, 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. I further 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. I 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 Grantee, heirs, representatives or assigns.

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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 TO THE SAID, 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 Trustee, Ambrose W. J. Clay and Helene Gray hereunto set our hands at Nashville, Tennessee, this the 17th day of October 1979

Home Owners Enterprises, Inc.

By Ambrose W. J. Clay Pres. & Treas.

Helene Gray

STATE OF TENNESSEE
Davidson County

Personally appeared before me, James D. Grimes Jr., a Notary Public in and for said County and State, the within named Helene Gray

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

Witness my hand and official seal at Nashville Tennessee, this day of October, 19 79

Commission Expires Aug 3, 1980

James D. Grimes Jr., Notary Public.

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 _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Before me, James Dennis Jr., a Notary Public of the State and County aforesaid, personally appeared Ambrose W. J. Clay, without joinder of any person, with whom I personally acquainted, and who, upon oath, acknowledged him self to be President and Treas. of the Home Owners Enterprises, Incorporated, 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 him self as President and Treas.

Witness my hand and seal, at office in Nashville, Tennessee, this 12th day of October, 1979.

James Dennis Jr. Notary Public

Commission expires Aug 3, 1980

(over for additional acknowledgements)

INSTALLMENT DEED

FROM HOME OWNERS ENTERPRISES, INC.

TO HELENE GRAY

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

F. 57988

T
IDENTIF. REFERENCE

Oct 16 4 26 PM '79
FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| (NAME) Helene Gray | (NAME) Helene Gray | A PART OF 94 |
| (STREET ADDRESS OR ROUTE NUMBER) 714 Hughes St. (CITY) Nashville (STATE) (P. O. ZIP) 37203 | (STREET ADDRESS) Same (CITY) (STATE) (ZIP) | |

THIS INSTRUMENT WAS PREPARED BY

By Howard N. Jackson & A.W.J. Clay
P.O. Box 22642, Nashville, Tenn. 37202

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 3,000.00 Helene Gray Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 16th DAY OF October 1979.

E. Buchanan Notary Public

MY COMMISSION EXPIRES: Dep. Reg.

(AFFIX SEAL)

8994 10/16 20.80 CHECK

## OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 5515 PAGE 56

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | 3000.00- | CO |
| | | | 2500.00- | MO |
| | | | 7.60 | CO TX |
| | | | .50 | PRFEE |
| | | | .50 | MO TX |
| | | | 12.00 | WDEED |
| | | | CHECK | 20.60- |
| B994A10/16/79 | | | BAL | .00 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F.57988

IDENTIF. REFERENCE

Oct 16 4 26 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 719081