| ADDRESS NEW OWNER(S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS: |
|---|---|---|
| Dwayne W. Bailey et ux, Edith A. Bailey (NAME) | Same (NAME) | 22W-21805; 105-13-245 |
| 2225, 2227 & 2227-1/2-10th Ave., So. (STREET ADDRESS OR ROUTE NUMBER) | Same (STREET ADDRESS) | 22W-21805; 105-13-246 |
| Nashville, Tennessee (CITY) (P. O. ZONE) (STATE) | Same (CITY) (ZONE) (STATE) | |

## INSTALLMENT DEED

BOOK 5530 PAGE 989

FOR AND IN CONSIDERATION OF the sum of TWENTY FIVE THOUSAND AND NO/100 ($25,000.00) ---------- DOLLARS

of which $ 5,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their one promissory note of even date herewith for the sum of TWENTY THOUSAND AND NO/100 ($20,000.00) DOLLARS in installments as follows: On the 15th day November, 1979, the sum of TWO HUNDRED FOURTEEN and 93/100 ($214.93) DOLLARS, and thereafter a like amount is payable on the 15th day of each ensuing month for a period of 15 years at the rate of 10% per annum on the principal sum. Each monthly payment is to be applied first to the payment of interest and the balance applied to payment of principal until the entire amount of note is paid in full. Payments are due on the 15th day of each month and subject to late charge of $6.00 after the 25th of that month. If payments are in default by as much as 60 days, Emily Linn Kesterson can call loan in for full payment. Emily Linn Kesterson is first mortgagee,

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

EMILY LINN KESTERSON, Unmarried

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

DWAYNE W. BAILEY AND WIFE, EDITH A. BAILEY,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

SEE ATTACHED DESCRIPTION WHICH IS INCORPORATED HEREIN AND MADE A PART HEREOF.

(Emily L. Kesterson and Emily Linn Kesterson are one and same person.)

This is improved XX unimproved XX property known as 2227 & 2227-1/2 -10th Avenue, South, Nashville, Tennessee & 2225 - 10th Avenue, South, Nashville, Tennessee (House Number) (Street) (P. O. Address) (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto Truman S. Wrenne, 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 grantees 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 $ 20,000.00 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 interest 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 grantees, 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; 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 conveyance. We agree that the Truster, 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:

5867

BOOK 5530 PAGE 990

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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 14th day of November, 19 79

Emily Linn Kesterson
Emily Linn Kesterson

Dwayne W. Bailey
Dwayne W. Bailey

Edith A. Bailey
Edith A. Bailey

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 25,000.00

Affiant

Subscribed and sworn to before me, this the 14th day of November, 19 79

My commission expires September 25, 1983
(Affix Seal)

Notary Public

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named Emily Linn Kesterson, Dwayne W. Bailey & Edith A. Bailey, the 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 14th day of November, 19 79

Commission Expires September 25, 1983

Notary Public.

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 _____

This instrument was prepared by:
Briley & Wrenne, Attys., 344-4th Avenue, North, Nashville, Tennessee 37219

Name Address

INSTALLMENT DEED

FROM

TO

F 63462

IDENTIF. REFERENCE

Nov 15 10 40 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Published by

Pioneer National Title Insurance Company
A Ticor Corporation
344 4th Avenue North
NASHVILLE, TENNESSEE 37219
Phone (615) 259-2290

FORM NO 1005 REVISED 11-75

TRACT I:



Being part of an unrecorded lot on the Plan of the W. L. B. Lawrence Tract, as of record in Book 21, Page 148, Register's Office for Davidson County, Tennessee, described as follows:

Beginning on the westerly margin of Tenth Avenue, South, formerly Pomery Avenue, at the northeast corner of the property conveyed to City of Nashville by deed from Robert M. Hudson and wife, of record in Book 967, Page 248, said Register's Office, said point being 425 feet, more or less, north of the northerly margin of Caruthers Avenue; thence with the westerly margin of Tenth Avenue, South, northwardly 65 feet to the southeast corner of the property conveyed to Robert A. Waggoner by deed from Martin L. Wade and wife, of record in Book 910, Page 728, said Register's Office; thence with the southerly line of said Waggoner property westwardly 150 feet, more or less, to another corner of said City property; thence with the line of said City property northwardly 65 feet and eastwardly 150 feet, more or less, to the beginning.

Being the same property conveyed to E. Gipson Kesterson and wife, Emily L. Kesterson, by deed from Cecil E. Ward and wife, Hilda M. Ward, of record in Book 2965, Page 203, Register's Office for Davidson County, Tennessee, the said E. Gipson Kesterson having since died.

TRACT II:

Being part of the Old W. L. B. Lawrence Tract in Waverly Place, as of record in Book 21, Page 148, Register's Office for said County, described as follows:

Beginning on the westerly margin of 10th Avenue, South, formerly Pomery Avenue, in the south line of Lot No. 5 in said plan; thence with the south line of said Lot No. 5, westwardly 150 feet, the northeast corner of a part of said property conveyed to the City of Nashville by deed from Robert A. Waggoner and wife, of record in Book 936, Page 545, said Register's Office; thence southwardly along the line of said lot conveyed to the City 50 feet to the northerly margin of the R. M. Hudson tract; thence with Hudson's north line, eastwardly parallel to the first line 150 feet to the westerly margin of 10th Avenue, South; thence with the margin of the same northwardly 50 feet to the point of beginning.

Being the same property conveyed to Emily Linn Kesterson by deed from Elsie M. McLaughlin of record in Book 4209, Page 139, Register's Office for Davidson County, Tennessee.

**OFFICIAL RECEIPT**

**FELIX Z. WILSON, II**

**REGISTER OF DAVIDSON COUNTY**

**NASHVILLE, TENNESSEE**

RECEIVED OF _____ BOOK 5530 PAGE 992

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 |
|---|---|---|---|---|

| | |
|---|---|
| 25000.00- | CO |
| 20000.00- | MO |
| 55.00 | CO TX |
| 18.00 | MO TX |
| .50 | PRFEE |
| 9.00 | MISC |
| CHECK | 92.50- |
| 5047A11/15/79 BAL | .00 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F63462

IDENTIF. REFERENCE

Nov 15 10 40 AM '79

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

No. 725727