9881 12/05 3.00- CASH **FULL RELEASE OF LIEN** BOOK 5539 PAGE 796

Sub. and Lot No. or other identification: Being the Easterly Part of Lot No. 155 on the Plan of East Edgefield

Amount of Note: $5,750.00

The undersigned, H. Jack Holt hereby declares that he was the true and lawful holder and owner at the time of payment of the entire indebtedness fully described in and secured by a lien in the Deed; Deed of Trust; and/or Mortgage from Thomas C. Jones to William David Sanders, Trustee of record in Book 3504 Page 50, of the Register's Office for Davidson County, Tennessee, to which reference is here made, and hereby acknowledges the payment in full of said indebtedness and the satisfaction and discharge of said lien.

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.

IN WITNESS WHEREOF he has here unto subscribed his name on this 5th day of Dec., 19 79.

Attest: Bobby Dean Dark / H. Jack Holt

Deputy Register

STATE OF TENNESSEE
DAVIDSON COUNTY

Personally appeared before me, _____ a Notary Public in and for said County and State, the within named _____ the bargainors, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposed therein contained.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____ 19____.

Commission expires _____ Notary Public _____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, _____ a Notary Public within and for the State and County aforesaid, personally appeared _____ with whom I am personally acquainted and who upon his oath acknowledged himself to be the _____ of the _____ in Nashville, and 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 and name of the corporation by the said _____ as such _____.

Witness my hand and official seal at office at Nashville, Tennessee. This _____ day of _____ 19____

Commission expires: _____ Notary Public _____

RELEASE

From H. Jack Holt

To Thomas C. Jones

Address Mail To: Mr. Towe, John Clifford 911 Maplewood Lane Nash, Tn 37216

F 66612

IDENTIF. REFERENCE

DEC 5 2 36 PM '79

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

FELIX Z. WILSON II
County Register
Nashville, Tennessee

BOOK 5539 PAGE 797

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

9882

12/05 125.00 CHECK

FROM

BROWN TAYLOR, JR., ET UX

TO

DAVID BRENT HEAVENER, SINGLE

For draftsman's use

PREPARED BY:

Tom G. Coleman, Jr.
Attorney at Law mail
1702 Parkway Towers
Nashville, Tennessee 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
DAVID BRENT HEAVENER (NAME)	NEW OWNER (NAME)	Map 72-15
211 McKennell Dr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 310
Nashville, Tenn. 3724 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	15DA-38720

F66613

IDENTIF. REFERENCE

(FOR REGISTER'S USE)

DEC 5 2 37 PM '79

FELIX Z. HAYNES, REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 34,000.00 Tom G. Coleman
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th DAY OF November 1979.

Notary Public

MY COMMISSION EXPIRES: 8-5-82

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of ------THIRTY-FOUR THOUSAND AND 00/100 ($34,000.00)----- DOLLARS

of which $ 1,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has this day executed his one promissory note of even date herewith in the principal sum of $33,000.00, payable to the order of Grantors and executed by Grantee, and given as part of the purchase money on the herein-described property. Said note is payable in fourteen (14) consecutive monthly installments of $277.49 each, including both principal and interest, interest being at the rate of 9-1/2% per annum on the unpaid principal sum, and a fifteenth (15th) and final consecutive monthly installment payment in the amount of the balance of the unpaid principal sum including any accrued interest. The first payment falling due on the 30th day of December, 1979, and continuing in consecutive monthly installments as aforesaid until both principal and interest are fully paid. Amounts paid will be credited first to interest due; balance to unpaid principal sum.

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,

BROWN TAYLOR, JR., AND WIFE, SAMMIE M. TAYLOR

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

DAVID BRENT HEAVENER, SINGLE

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

Land in Davidson County, Tennessee, being Lot No. 1 on Taylor Subdivision of record in Plan Book 5190, Page 372, Register's Office for Davidson County, Tennessee, being a resubdivision of part of Lot No. 63 on the Plan of Brownsville as of record in Book 21, Page 9, Register's Office for Davidson County, Tennessee.

Being part of the same property conveyed to Brown Taylor, Jr., and wife, Sammie M. Taylor, by deed from Margaret Delaney, a widow, of record in Book 5515, Page 26, Register's Office for Davidson County, Tennessee.

This instrument is made subject to the Plan of record in Book 5190, Page 372, said Register's Office, and to all applicable local government planning, building and zoning regulations.

Grantors, their heirs and assigns, have a sewer easement across subject property to serve the reserved parcel they have retained title to, all as provided in the Plan of record in Book 5190, Page 372, said Register's Office. That in the event said sewer line is laid, the Grantors, their heirs and assigns, have a right to a work area adjacent to the easement for the purpose of installing the sewer line. Grantors, their heirs and assigns, hereby agree to restore the easement across Lot No. 1 and any work use area to its original state or better without delay when the aforesaid use is exercised.

This is unimproved ( ) improved (X) property, known as 211 McKennell Drive (House Number) (Street) Nashville, Tennessee (P. O. Address: City or Town) 3724 (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 Tom G. Coleman, Jr. 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 $ insurable interest 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 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 advise 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 30th day of November 19 79.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named BROWN TAYLOR, JR., AND WIFE, SAMMIE M. TAYLOR, AND DAVID BRENT HEAVENER, SINGLE the bargainor S, 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 Tennessee, this 30th day of November, 19 79.

SANDRA SMITH NOTARY PUBLIC DAVIDSON COUNTY, TENN.

, Notary Public.

Commission expires 8-3-80

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