Installment Deed

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This instrument prepared by Calvin A. Buchman, 210 25th Ave. North, Nashville, Tn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Avon N. Williams, Jr. (NAME)	Avon N. Williams, Jr. (NAME)	
404 James Robertson Pkwy. (STREET ADDRESS OR ROUTE NUMBER)	404 James Robertson Parkway (STREET ADDRESS)	93-24-8
Nashville, Tn. (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee (CITY) (ZONE) (STATE)	SW 01415

FOR AND IN CONSIDERATION of the sum of -----One Hundred Thirty Seven Thousand Five Hundred---------- ----------($137,500.00)---------- Dollars, of which -------Twenty Thousand----------($20,000.00)-------- Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder One Hundred Seventeen Thousand Five Hundred ----------($117,500.00)---------- Dollars, ---------- AVON N. WILLIAMS, JR. ..... has executed a promissory (installment) note payable as follows: The first payment, due July 1, 1980, in the sum of Six Thousand Nine Hundred Twelve and 42/100 dollars, includes principal and interest from December 18, 1979 through June 30, 1980. Payments number two through payment number fifty-nine, in the sum of Twelve Hundred Ninety Eight and 85/100 each, commence August 1, 1980, and become due and payable on the first day of each succeeding month thereafter until June 1, 1985 at which time the sixtieth installment, being the final installment, in the sum of Ninety Seven Thousand Five Hundred Fifty Five and 34/100 becomes due and payable. All payments include principal and interest at the rate of ten and one-half (10½%) percent per annum.

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, I, Dorothy Roth, unmarried ---------- have this day bargained and sold, and do hereby transfer and convey unto the said Avon N. Williams, Jr. ---------- ---------- his (XXXXXX), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being part of Lot No. 26, on the Original Plan of the Town of Nashville, not of record.

SAID part of said lot beginning on the westerly side of Second Avenue, North, formerly Market Street, 30 feet northerly from the northerly margin of Church Street, running thence northerly with the westerly margin of said Second Avenue, North 30 feet to the southeast corner of the part of said lot formerly owned by John Beaty and afterwards by J. P. McFarland; thence westerly 105 feet, more or less, to the easterly margin of an alley; thence southerly with the easterly margin of said alley 30 feet and thence eastwardly 105 feet, more or less, to the beginning.

Being the same property conveyed to Morris Roth, by deed from E. N. Hester and wife, Peggy Jean Hester, of record in Book 4479, page 775, Register's Office for Davidson County, Tennessee. The said Morris Roth having since died, and devised said property to Dorothy Roth, under his will of record in Will Book 122, page 140, Probate Court Clerk's Office for Davidson County, Tennessee.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 137,500.00

Subscribed and sworn to before me, this the 17th day of December, 19 79

Affiant

My commission expires 7-13-80 (Affix Seal)

Notary Public

This is { unimproved ( ) / improved (X) } property, known as 203 Second Avenue North, Nashville, 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 ---------- Avon N. Williams, Jr. ---------- his (XXXXXX) heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered. I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Avon N. Williams, Jr. (XXXXXX), 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 Avon N. Williams, Jr. ---------- hereinafter referred to as trustors, hereby transfer and convey unto Joe Kraft ---------- 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, for the sum of $ 137,500.00, 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 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 legal owner and holder of said indebtedness, to pay, discharge, or remove any and all liens which may 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 the successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court 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 8 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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, 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 Registers 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.

Witness our hand & seal this 17th day of December, 1979., the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Dorothy Roth

Dorothy Roth, unmarried

Avon N. Williams, Jr.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, C. A. Buchman, a Notary Public in and for said County and State, Dorothy Roth and Avon N. Williams, Jr.

the within named 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, this 17th day of December, 19 79.

Notary Public

Commission expires 7-13-80

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

INSTALLMENT DEED

FROM Dorothy Roth

TO Avon N. Williams, Jr.

F 68636

RUSH

IDENTIF. REFERENCE

DEC 18 2 24 PM '79

FELIX J. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-1631
NASHVILLE, TENNESSEE 37238

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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
			137500.00- CO	
			117500.00- MO	
			357.50 CO TX	
			115.50 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK 479.50-	
			2576A12/18/75 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F68636

IDENTIFICATION REFERENCE

DEC 18 2 24 PM '75

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

No. 732248