3753 02/21 80.20- CHECK

BOOK 5568 PAGE 391

INSTALLMENT DEED

For and in Consideration of the sum of NINETEEN-THOUSAND, FIVE-HUNDRED AND 00/100 ($19,500.00) Dollars, of which FIVE-HUNDRED AND 00/100 ($500.00) Dollars, has been paid in cash by LOLA M. AUSTIN, TRUSTEE the receipt of which is hereby acknowledged, and for the remainder NINETEEN-THOUSAND AND 00/100 ($19,000.00) Dollars, the said LOLA M. AUSTIN, TRUSTEE with full power to sell, mortgage, transfer or otherwise convey without the joinder or disclosure of any beneficiarites has has this day executed her one promissory note of even date herewith in the principal sum of $19,000.00 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 119 consecutive monthly installments of $176.38 each, including both principal and interest, interest being at the rate of 11% per annum on the unpaid principal sum, and a 120th and final consecutive monthly installment payment in the amount of the then unpaid balance of both principal and interest due, interest being at the rate of 11% per annum on the unpaid principal sum. The first payment falling due on the 11th day of March, 1980, 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. Grantees will pay an additional monthly sum into escrow equal to 1/12 of the annual land taxes and insurance, said amount to increase and decrease in order to make sufficient money available to pay same or any other sums necessary.

all of said notes bearing 11% 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, PROPERTY TRADERS, INC., a Tennessee corporation

have this day bargained and sold, and do hereby transfer and convey unto the said LOLA M. AUSTIN, TRUSTEE with full power to sell, mortgage, transfer or otherwise convey without the joinder or disclosure of any beneficiaries, her successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the East 50 feet of the Scuth 208 feet of a 100-foot lot out of Lot No. 6 conveyed to J. B. Robinson, Trustee, by deed of record in Book 714, Page 305, Register's Office for said County, and being part of Lot No. 6 of the division of the lands of John Hobson, deceased, as of record in Minute Book "L", Page 363, Circuit Court for said County and described as follows:

Beginning at a point in the North margin of Seymour Avenue 623 feet East of the East margin of McFerrin Avenue; thence northerly 208 feet to a point; thence easterly 50 feet to a point; thence southerly 208 feet to the North margin of Seymour Avenue; thence with the margin of the same westerly 50 feet to the beginning.

Being the same property conveyed to Property Traders, Inc., by deed from Kirby O. Foster and wife, Vera C. Foster, of record in Book 5384, Page 267, Register's Office for Davidson County, Tennessee.

This instrument is made subordinate to a deed of trust of record in Book 5384, Page 271, said Register's Office.

This house is being sold as is, where is, with no warranties as to fitness and condition.

In the event the land herein described is further conveyed, the within holders reserve the right to declare the entire indebtedness immediately due and payable. It is expressly agreed that this indebtedness cannot be assumed by a subsequent purchaser without the written consent of holders.

This is unimproved ( ) improved (X) property, known as 1005 Seymour Avenue (House Number) (Street) Nashville, Tennessee 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 /LOLA M. AUSTIN, TRUSTEE with full power to sell, mortgage, transfer or otherwise convey without the joinder or disclosure of any beneficiaries heirs and assigns forever. It covenant that it is lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

It further covenant and bind itself and its heirs and representatives, to warrant and forever defend the title to said real estate to said /LOLA M. AUSTIN, TRUSTEE WITH full power to sell, mortgage, transfer or otherwise convey without the joinder or disclosure of any beneficiaries, her successors 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 LOLA M. AUSTIN, TRUSTEE with full power to sell, mortgage, transfer or otherwise convey without the joinder or disclosure of any beneficiaries 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.

I, the said LOLA M. AUSTIN, TRUSTEE, with full power to sell, mortgage, transfer or otherwise convey without the joinder or disclosure of any beneficiaries 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 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 I 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 LOLA M. AUSTIN, TRUSTEE 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 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 borrowers 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 TOM G. COLEMAN, JR., 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 PROPERTY TRADERS, INC., a Tennessee corporation and LOLA M. AUSTIN, TRUSTEE with full power to sell, mortgage, transfer or otherwise convey without the joinder or disclosure of any beneficiaries hereunto set our hands at Nashville, Tennessee, this the 11th day of February 1980.

Lola M. Austin Trustee

PROPERTY TRADERS, INC.

By: Lyndal Roberts

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named LOLA M. AUSTIN, TRUSTEE with full power to sell, mortgage transfer or otherwise convey without the joinder or disclosure of any beneficiaries

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 11th day of February, 1980

Commission Expires 8-3-80

Sandra Smith, 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, the undersigned, a Notary Public of the State and County aforesaid, personally appeared LYNDAL ROBERTS, with whom I personally acquainted, and who, upon oath, acknowledged him self to be President of the PROPERTY TRADERS, INC. the within named bargainor, a corporation, and that he as such President 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

Witness my hand and seal at office in Nashville Tennessee this 11th day of February, 1980

Notary Public.

Commission expires 8-3-81

(over for additional acknowledgements)

INSTALLMENT DEED

FROM
PROPERTY TRADERS, INC., A
TENNESSEE CORPORATION

TO
LOLA M. AUSTIN, TRUSTEE

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

F 77289

IDENTIF. REFERENCE

FEB 21 1 51 PM '80

REGISTER'S OFFICE
DAVIDSON COUNTY, TENN.

TOOLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Lola M. Austin, Trustee (NAME)	New Owner (NAME)	Map 83-5-2
836 Herritage Trail (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	27W-19235
Hermitage, Tenn. 37076 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

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

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 19,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20th DAY OF February, 19 80

Notary Public

MY COMMISSION EXPIRES: 10/18/81

(AFFIX SEAL)

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

RECEIVED OF _____

FOR _____

BOOK 5568 PAGE 395

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
			19500.00-	CO
			19000.00-	MO
			50.70	CO TX
			17.00	MO TX
			.50	PRFEE
			12.00	WDEED
			CHECK	80.20-
3753A	02/21/80		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 7 7 2 8 9

IDENTIFICATION REFERENCE

FEB 21 1 51 PM '80

REGISTER
DAVIDSON COUNTY, TENN.

No. 743026