6315 [illegible] 161.62- CHECK

Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Kenneth N Nelson etux	Home federal	Map 96-14
(NAME:) 2910 Lyncrest Dr	(NAME:) 3904 Hillsboro Rd	Par 124
(STREET ADDRESS OR ROUTE NUMBER) Davidson Tenn 37214	(STREET ADDRESS) Nashville Tenn 37217	
(CITY) / (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of FORTY-THREE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 ($43,750.00)---------- *Dollars,*

of which --------SIX THOUSAND AND NO/100 ($6,000.00)---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder THIRTY-SEVEN THOUSAND SEVEN HUNDRED FIFTY AND NO/100 ($37,750.00)---------- *Dollars,*

Kenneth N. Nelson and wife, Jeniece E. Nelson

have executed

an installment deed note in the principal amount of $37,750.00 payable to the order of Herbert H. Peppers and Bob Kernodle. Said note being payable in 300 equal monthly installments of $356.46 each, with the first installment being due and payable one month from even date and thereafter on the same day of each succeeding month alike amount is due and payable until the entire amount, both principal and interest have been paid in full. Said note bears interest at the rate of 10½% per annum and interest is included in said installments.

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,

Herbert H. Peppers and Bob Kernodle

have this day bargained and sold, and do hereby transfer and convey unto the said

Kenneth N. Nelson and wife, Jeniece E. Nelson

their ~~XXXXXXX~~ (successors), *heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Land being Lot No. 780 on the Plan of Cloverhill Subdivision, Sec. 9, as of record in Book 2331, page 44, Register's Office for Davidson County, Tennessee.

Said Lot No. 780 fronts 70 feet on the north side of Lyncrest Drive and runs back 168.8 feet on the west line and 170.3 feet on the east line to a dead line, measuring 70 feet thereon.

Being the same property conveyed to Bob Kernodle and Herbert H. Peppers by deed from Shirley S. Karnes of record in Book 4110, page 30, Register's Office for Davidson County, Tennessee.

This Instrument Was Prepared By

[signature]

Of The Law Firm Pedigo & Jaingon

Stahlman Building: Nashville, Tennessee

NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ [illegible]

Subscribed and sworn to before me, this the 22 day of April 1952

[signature] Affiant

My commission expires: [illegible]

(Affix Seal)

[signature] Notary Public

It is agreed by all parties hereto that the grantees shall pay to the holder of the note a sufficient amount each month to pay the taxes and insurance when the same becomes due and payable. That is, at least 1/12th of the total sum to pay the taxes and insurance shall be paid when the note is paid. At the present time, taxes on said property for the previous year was $220.92, insurance on said property at the present time is $172.00 annually, therefore, the total amount of taxes and insurance at the present time is $392.92 and 1/12th of said amount would be $32.75 in addition to the principal and interest that is due and payable.

The escrow amount shall vary from time to time as the taxes and insurance vary. The holder of the note shall inform the grantee when there is a change to be made in the escrow account payment. Adjustment shall be made annually. First payment due and payable on or before one month from even date.

It is agreed by all parties hereto that the indebtedness described in this instrument shall not be assumed by other parties without written approval of the holder of this note, but approval will not be withheld unreasonably if the new buyers credit rating will qualify them and they are agreeable to adjustment in the interest rate to not to be more than two percent points below the FHA rate at the time of the assumption. In the event the above described property is sold or conveyed without said approval, then at the option of the holder of said indebtedness, the entire indebtedness shall become due and payable.

unimproved ( )
This is improved ( ) property, known as ..... (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 Kenneth N. Nelson and wife, Jeniece E. Nelson, their ~~XXXXXXXX~~, *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 said real estate to said* Kenneth N. Nelson and wife, Jeniece E. Nelson, their ~~XXXXXXXX~~), *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 Kenneth N. Nelson and wife, Jeniece E. Nelson *hereinafter referred to as trustors, hereby transfer and convey unto* Dewey Pedigo, Jr., *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 $..... 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 lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be 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 his 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 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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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 then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. 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 Register's 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 4th *day of* April, *19* 80

Herbert H. Peppers

Jewell C. Nelson

Herbert H. Peppers

Bob Kernodle

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Jackie W Charlton, *a Notary Public in and for said County and State,* Herbert H. Peppers and Bob Kernodle

the within named 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* 4th *day of* April, *19* 80.

NOTARY PUBLIC AT LARGE STATE OF TENN.

Jackie W. Charlton *Notary Public*

Commission expires 11-12-80

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, John W. Hewlett, *a Notary Public in and for said County and State,* Kenneth N. Nelson and wife, Jeniece E. Nelson *the within named 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* 4 *day of* April, *19*80.

John W Hewlett
Notary Public

Commission expires 11-12-83

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

HERBERT H. PEPPERS, ET AL

TO

KENNETH N. NELSON, ET UX

Nelson
C-21 Charlton Realty Co
#9e Rivi Road
Nash 37217

F 87255

IDENTIFICATION REFERENCE

APR 30 8 43 AM '80

REGISTER'S OFFICE
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

PEDICO-1—SAMPSON

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

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RECEIVED OF _____

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

43750.00- CO
37750.00- MO
113.62 CO TX
35.70 MO TX
.50 PRFEE
12.00 MISC
CHECK 161.32-
6315A04/30/80 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 87255

IDENTIFICATION REFERENCE

APR 30 8 43 AM '80

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

No. 755106