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This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

Beatrice Shavin, Unmarried and
Joe Kraft and Third National Bank
of Nashville, Tennessee, Co-Trustees

TO

Gary Phillip Fry and wife,
Peggy Fry

For draftsman's use

This Instrument Was Prepared By
DENNEY, LACKEY & CHERNAU
218 Third Avenue North
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Gary Phillip Fry et ux. (NAME)	(NAME)	Map 105-3
902 McClurkin Avenue (STREET ADDRESS OR ROUTE NUMBER)	SAME (STREET ADDRESS)	Parcel 266
Nashville, TN 37206 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

MAY 1 3 41 PM '80

FILED AND RECORDED REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$30,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 1st DAY OF May 19 80

Notary Public

MY COMMISSION EXPIRES: 2-24-82

(AFFIX SEAL)

F87640

FOR AND IN CONSIDERATION OF the sum of Thirty Thousand and no/100ths----------$30,000.00----------DOLLARS

of which $ 3,250.00 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 executed his promissory note of even date herewith in the amount of $26,750.00 together with interest at the rate of 10% per annum on the unpaid principal balance payable to the order of Beatrice Shavin, Joe Kraft and Third National Bank of Nashville, Tennessee, in accordance with the terms thereof, the final payment being due and payable May 1, 1995,

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,

Unmarried and
Beatrice Shavin, Joe Kraft and Third National Bank of Nashville, Tennessee, Co-Trustees

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

Gary Phillip Fry and wife, Peggy Fry

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

Land in Davidson County, Tennessee, being part of Lot No. 28 in J. Nelson's Plan of Lots, as of record in Book 2, page 182, said Register's Office.

Said Lot No. 28 fronts 50 feet on the westerly side of Second Avenue South and runs back between parallel lines 135 feet, more or less, to an alley, more specifically described as follows: Beginning at Mrs. M. W. Westbrook's northeast corner and running westwardly with her line half way to College Street; thence northwardly 50 feet; thence eastwardly to Market Street; thence southwardly with Market Street 30 feet to the beginning.

Being the same property conveyed to Leo Shavin and Aaron Elterman, tenants in common by deed from Leo Shavin and wife, Bea Elterman Shavin and Aaron Elterman and Leo Shavin individually and d/b/a E & S Building Company through Joe Kraft, Trustee of record in Book 3429, page 318, Register's Office for Davidson County, Tennessee. The said Leo Shavin having since died, his interest in the property was vested in Beatrice Shavin by Will of record in Will Book 118, page 377, County Court Clerks Office and Aaron Elterman having since died, his interest in the property was vested in Joe Kraft and Third National Bank of Nashville, Tennessee, Co-Trustees by Will of record in Will Book 124, page 290, County Court Clerks Office of Davidson County, Tennessee.

This is unimproved ( ) improved ( ) property, known as 1249 2nd Avenue North, 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 William L. Rosenberg 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 $ the unpaid balance 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 trust 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 1st day of May 1980.

Beatrice Shavin

Third National Bank of Nashville, Tennessee
Co-Trustee
By: J. R. Brumfield
Asst. V.P. & Trust Officer

Joe Kraft, Co-Trustee

Peggy Fry

Gary Phillip Fry

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Alma R. Korpman, a Notary Public in and for said County and State, the within named Beatrice Shavin, Unmarried, Joe Kraft, Co-Trustee, Gary Phillip Fry and wife, Peggy Fry

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 1st day of May, 1980

Alma R. Korpman, Notary Public.

Commission expires October 17, 1982

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared J. R. Brumfield, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be Asst V.P. & Trust Officer of the Third National Bank of Nashville, Tennessee, Co-Trustee, the within named bargainor, a corporation, and that he as such Asst V.P. & Trust Officer, 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 Asst V.P. & Trust Officer.

Witness my hand and seal, at office in Nashville, Tennessee, this 1st day of May, 1980

Alma R. Korpman, Notary Public.

Commission expires October 17, 1982

ASSTT. REGISTER & TRUST REAL ESTATE OFFICER

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
			300 .00- CO	
			26750.00- MO	
			78.00 CO TX	
			24.70 MO TX	
			.50 PRFEE	
			6.00 MOFEE	
			CHECK	109.20-
			6777A05/01/00 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F87640

COPY - REFERENCE

MAY 1 3 41 PM '00

REGISTER - DAVIDSON COUNTY, TENNESSEE

No. 755556