This instrument prepared by:
Joseph B. Pitt, Jr., Attorney
First American Center
Nashville, Tennessee 37238

BOOK 5613 PAGE 708

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Bruce Howard, Jr. and wife, Gladys S. Howard	Bruce Howard Jr.	69-4-37
(NAME:) 4026 Clarksville Highway	(NAME:) 1414 Belle Vista Blvd	
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee 37218	(STREET ADDRESS) Nashville, Tn. 37207	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Twenty Five Thousand and no/100---------- ----------($25,000.00)---------- *Dollars,*
of which Three Thousand Five Hundred and no/100---------- ----------($3,500.00)---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder Twenty One Thousand Five Hundred and no/100 ----------($21,500.00)---------- *Dollars,*

Bruce Howard, Jr. and wife, Gladys S. Howard *have executed* their promissory note of even date herewith in the principal amount of $21,500.00, payable to the order of William C. Rogers and wife, Ruby A. Rogers, in 240 monthly installments of $207.49 each, which installments include both principal and interest at the rate of 10% per annum, the first of said installments falling due on July 13, 1980, and the others on the same day of each successive month thereafter until said note is paid in full, with privilege of prepayment part or in full, without penalty, at any time reserved by the grantees herein. It is understood and agreed by the parties hereto that said note may be assumed by any subsequent purchasers fo the subject property without consent of note holder, Borrower shall pay to the note holder a late charge of 4% of any monthly installment not received by the note holder within 15 days after installment is due.

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, we, William C. Rogers and wife, Ruby A. Rogers

have this day bargained and sold, and do hereby transfer and convey unto the said Bruce Howard, Jr. and wife, Gladys S. Howard

the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land lying and being situated in the 13th, formerly 23rd, Civil District of Davidson County, Tennessee, being the southerly 215 feet of the northerly part of Tract No. 9 on the Map of Fairview Subdivision, as of record in Book 974, page 41 and Book 1130, page 54, Register's Office for said County, described according to survey made by Jno, M. Sullivan, County Surveyor, August 31, 1948, as follows: Beginning on the easterly margin of Highway No. 112 at the northwest corner of the property conveyed to A. E. Krantz and wife, Agnes Krantz, by deed from Sam Henderson, of record in Book 1639, page 297, said Register's Office; thence with Krantz's northerly boundary line, south 86-1/3 deg. east 52 feet to a point in the westerly boundary line of the E. B. Smith property, said point being also said Krant's northeast corner; thence with said Smith's western boundary line and a fence, north 13 deg. 4' east 215 feet; thence westwardly 70 feet, more or less, to the easterly margin of said Highway No. 112; thence with the eastern margin of said highway, south 8 deg. 15' west 215 feet to the beginning.

Being the same property conveyed to W. C. Rogers and wife, Ruby A. Rogers by deed from Margaret L. Scott, of record in Book 4439, page 181, Register's Office for said County.

William C. Roger, and W. C. Rogers, being one in the same property.

This conveyance is subject to an easement for existing water line and meter of record in Book 4439, page 181, said Register's Office.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $25,000.00

Subscribed and sworn to before me, this the 13th day of June 1980

Affiant

My commission expires: 8-12-81 (Affix Seal)

Notary Public

This is improved (X) unimproved ( ) property, known as 4026 Clarksville Highway, Nashville, Tennessee 37218
(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 Grantees their (successors), 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 Grantees, their (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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto Joseph B. Pitt, 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.

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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named 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.

Witness our hands this 13th *day of* June, *19* 80, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Bruce Howard, Jr.

William C. Rogers

Gladys S. Howard

Ruby A. Rogers

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Doris E. Moran, *a Notary Public in and for said County and State,* William C. Rogers and wife, Ruby A. Rogers and Bruce Howard, Jr. and wife, Gladys S. Howard

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* 13th *day of* June, *19* 80

Doris E. Moran *Notary Public*

Commission expires 8-12-81

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 .....

Please return to Chicago Title Ins. Co. 8-23838

INSTALLMENT DEED

FROM
William C. Rogers and wife,
Ruby A. Rogers

TO
Bruce Howard, Jr. and wife,
Gladys S. Howard

F 93792

IDENTIF. REFERENCE

JUN 17 1 06 PM '80

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

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

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

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

25000.00- CO
25000.00- CO
21500.00- MO
65.00 CO TX
19.50 MO TX
.50 PRFEE
6.00 WDEED
CHECK 91.00-
4685A06/17/80 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F.93792

T
IDENTIF. REFERENCE

JUN 17 1 06 PM '80

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 763155