BOOK 5621 PAGE 480

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM
A. P. JOHNSON and wife
SADIE G. JOHNSON

TO
WILLIE MAE HUDSON HOLT

MAIL TO

For draftsman's use

THIS INSTRUMENT PREPARED BY:

MORRIS LEVINE, ATTORNEY AT LAW
1119 Stahlman Building
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Willie Mae Hudson Holt (NAME)	Same (NAME)	92-11-85
710 Stockell St (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	3W 740
Nashville, Tennessee 37207 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE T
JUL 7 1 38 PM '80
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

F.9.6.4.1.6

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 35,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 27th DAY OF June 1980.

Notary Public

MY COMMISSION EXPIRES: 8-11-81

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Thirty-five Thousand ($35,000.00) DOLLARS

of which $ 3,000.00 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 n Installment Deed note in the amount of Thirty-two Thousand ($32,000.00) Dollars, payable at the rate of Three Hundred and Thirty-five ($335.00) Dollars per month, including principal and interest at the rate of Twelve (12%) Percent per annum, with the first monthly payment due and payable on the 27th day of July, 1980, and thereafter on the 27th day of each and every month thereafter for sixty (60) consecutive payments, at which time the entire remaining balance becomes due and payable; said payments being to the order of Dr. A. P. Johnson and wife Sadie G. Johnson.

This indebtedness is made subject to an indebtedness as evidenced by a vendor's lien between Sarah Turner, now Greenberg, and the Grantors herein with said instrument being recorded in Book 4831, page 853, RODC, Tennessee, which is not assumed by the Grantee and which the Grantors agree to pay in accordance with the terms thereof. The Grantors subordinate the lien secured by this installment deed to the indebtedness herein referred to.

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,

We, A. P. Johnson, Sr. and wife Sadie G. Johnson,

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

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

BEING the westerly 34 feet of Lot No. 16 on the unregistered plan of part of the W. B. Cooper Property in Northwest Nashville, and described as follows:

BEGINNING in the northerly margin of Clifton Pike, 150 feet westerly from the westerly margin of 21st Avenue North, formerly Rachel Henderson's southwest corner; thence with her westerly line, northerly 180 feet to the southerly margin of an alley; thence with said alley, westerly 34 feet to the northwest corner of said Lot No. 16; thence with the westerly line of said lot southerly 180 feet to the northerly margin of said Pike; thence with the northerly margin of said Pike, easterly 34 feet to the beginning.

BEING the same property conveyed to Dr. A. P. Johnson, Sr. and wife, Sadie G. Johnson by deed from Sarah Turner, now Greenberg, of record in Book 4831, page ____, Register's Office for Davidson County, Tennessee

This is unimproved ( ) improved (X) property, known as 2106 Clifton Pike, Nashville, Tennessee 37203
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

8094 07/07 127.50- CHECK

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 seised 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 Morris Levine 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 insurable amt. 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 outcery, 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 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 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 27th day of June 19 80.

A. P. Johnson Sr.

Sadie G. Johnson

Willie Hudson Holt

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Trina R. Scarpetti, a Notary Public in and for said County and State, the within named Dr. A. P. Johnson, Sr. and wife Sadie G. Johnson and Willie Mae Hudson Holt

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, Davidson County, Tennessee, this 27th day of June, 80.

Trina R. Scarpetti, Notary Public.

Commission expires 8-11-81.

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 .....

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 5621 PAGE 482

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
			35000.00-	CO
			32000.00-	MO
			91.00	CO TX
			30.00	MO TX
			.50	PRFEE
			6.00	WDEED
			CHECK	127.50-
8094	A	07/07/80	BAL	.05

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 9. 6. 4. 1. 6

IDENTIF. REFERENCE

JUL 7 1 38 PM '80

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 766437