BOOK 5636 PAGE 536

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This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

MILDRED THOMPSON LILLARD, an unmarried widow,

TO

KENNETH W. WHITTAKER and MARILYN GAIL GAW, BOTH UNMARRIED

For draftsman's use

PREPARED BY: B. ROY KENNEDY, JR., Attorney,
121 UNION STREET
NASHVILLE, TENNESSEE 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
KENNETH W. WHITTAKER (NAME)	SAME (NAME)	TAX MAP 104-5
111 BOWLING AVENUE (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	PARCEL 253
NASHVILLE TENNESSEE 37205 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	FB 26W-2965

(FOR REGISTER'S USE)

6 0 2 2 1 4

IDENTIF. REFERENCE

Aug 13 10 52 AM '80

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

RUSH

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 40,000.00 Kenneth W. Whittaker
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 8th DAY OF August 1980.

Frances M. Hancock
Notary Public

MY COMMISSION EXPIRES: ~~MY COMMISSION EXPIRES~~ OCT. 18, 1981
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of ***FORTY THOUSAND and no/100 ($40,000.00)*** DOLLARS

of which $ 21,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have this day executed and delivered their one principal promissory vendors' lien note in the sum of $19,000.00 payable to the order of "OURSELVES" and endorsed and negotiated by us for its full face value, and made to fall due and payable in 120 monthly installments in the sum of $251.09, the first on or before September 1, 1980, and one other on or before the first day of each succeeding month thereafter until the entire indebtedness herein secured has been paid in full, said payments to be applied first to interest computed at the rate of 10% per annum upon the then unpaid principal balance with remainder to principal.

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,

I, MILDRED THOMPSON LILLARD, a widow and unmarried,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto KENNETH W. WHITTAKER and MARILYN GAIL GAW, both unmarried,

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

BEING Lot No. 321 on the Map of Richland Realty Company's First Addition to Subdivision "B", a Plan of which is of record in Book 332, page 174, Register's Office for said County.

SAID Lot No. 321 fronts 50 feet on the westerly side of BOWLING AVENUE and runs back between parallel lines 210 feet to an alley.

BEING the same property conveyed to MILDRED THOMPSON LILLARD and husband, WILLIAM A. LILLARD, by deed from the HOME OWNERS' LOAN CORPORATION dated October, 1940, and recorded in Book 1084, page 271, said Register's Office.

This is unimproved ( ) improved (X) property, known as 111 BOWLING AVENUE, NASHVILLE, TENNESSEE 37205
(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 FRANCES M. HINRICHS, **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 $**INS. VALUE **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 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 1st day of August 19 80.

Mildred Thompson Lillard
MILDRED THOMPSON LILLARD

Kenneth W. Whittaker
KENNETH W. WHITTAKER

Marilyn Gail Gaw
MARILYN GAIL GAW

STATE OF ~~TENNESSEE~~ ILLINOIS)
COUNTY OF ~~DAVIDSON~~ DuPage)

Personally appeared before me, Dolores M. Pearce, a Notary Public in and for said County and State, the within named MILDRED THOMPSON LILLARD, unmarried and a widow, 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 DOWNERS GROVE, ILLINOIS, ~~Tennessee~~ this 5th day of August, 1980.

Dolores M Pearce, Notary Public.

Commission expires 1982

STATE OF TENNESSEE
Davidson County.

Personally appeared before me, FRANCES M. HINRICHS, a Notary Public in and for said County and State, the within named KENNETH W. WHITTAKER and MARILYN GAIL GAW 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 8th day of August, 1980

Frances M. Hinrichs, Notary Public
FRANCES M. HINRICHS

MY COMMISSION EXPIRES OCT. 18, 1981

Commission Expires

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5636 PAGE 538

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
			40000.00- CO	
			19000.00- MO	
			104.00 CO TX	
			17.00 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK 127.50-	
			5393A08/13/80 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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IDENTIF. REFERENCE

AUG 13 10 52 AM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 773478