THIS INSTRUMENT PREPARED BY HARRIS A. GILBERT, 13th Floor, Third National Bank Bldg. , Nashville, Tennessee 37219

Rec 34.20

Installment Deed

BOOK 5640 PAGE 333

1 Alt Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Larry R. Johnson		FB1K14W42C
(NAME:) 201 Ragwood ct	(NAME:) SAME	93 16-322
(STREET ADDRESS OR ROUTE NUMBER) Nashville TN 37211	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Seven Thousand Five Hundred and No/100's ($7,500.00) ---------- *Dollars,*

of which Three Hundred and No/100's ($300.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Seven Thousand Two Hundred and No/100's ($7,200.00) ---------- *Dollars,*

Larry R. Johnson, Grantee *has* s *executed* his promissory note in the amount of $7,200.00, payable $75.00 per month which includes principal and interest at the rate of ten (10%) percent per annum commencing the 1st day of September, 1980, and payable on the 1st day of each month thereafter until paid in full.

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, Harris A. Gilbert

has this day bargained and sold, and do hereby transfer and convey unto the said Larry R. Johnson

his (XXXXX), *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

See Attached Exhibit "A"

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 7,500.00

Subscribed and sworn to before me, this the 15 day of Aug, 19 80

Affiant

My commission expires: 8-11-81

(Affix Seal)

Notary Public

unimproved ( )
This is improved (X) property, known as 85 Fairfield Street, Nashville, Tennessee
(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 Larry R. Johnson his (XXXXX), *heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered* except for 1980 taxes which have been assumed by grantee. I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Larry R. Johnson, his (XXXXX), *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 Larry R. Johnson

hereinafter referred to as trustors, hereby transfer and convey unto John W. Lewis *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 (*XXXXXX, X *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.*

CHECK

7121

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.

The word "Trustors" when used herein shall apply to parties both singular and plural.

Witness my hand this 15th *day of* August, *1980, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Harris A. Gilbert

Larry R. Johnson

Diane D. Gilbert

Diane D. Gilbert, wife of Harris A. Gilbert

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Trina R. Scarpetti, *a Notary Public in and for said County and State,* Harris A. Gilbert, Larry R. Johnson & Diane D. Gilbert

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, Davidson County, *Tennessee, this* 15th *day of* August, *1980.*

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 .....

INSTALLMENT DEED

FROM
Harris A. Gilbert

TO
Larry R. Johnson

G 0 3 6 0 0

IDENTIF. REFERENCE

AUG 21 9 28 AM '80

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37208

Land in Davidson County, Tennessee, conveyed by Sam Garfinkle and wife, Eva R. Garfinkle, to Will Lee Grayson and wife, Alice F. Grayson, on May 23, 1951, of record in Book 1974, Page 538, Register's Office for said County and described as follows:

Being the Southerly 31 feet of the Northerly 95.5 feet of Lot No. 1, the Southerly 31 feet of the Northerly 95.5 feet of Lot No. 2 and Southerly 31 feet of the Westerly 5 feet of Lot No. 3 on the Map of Weakley and Warren's Resubdivision of Block "D", Hermitage Addition, as of record in Book 161, page 93, Register's Office for said County, described as follows:

Beginning at a point in the East margin of Fairfield Avenue 95.5 feet, S. 9 degrees 30' W. from the South margin of Fain Street; running thence with the East margin of Fairfield Avenue N. 9 degrees 30' E. 31 feet to a point, 64.5 feet from the South margin of Fain Street, thence 88 degrees E. parallel to Fain Street 129.8 feet to a stake, said stake being 5 feet East of the line between Lots 2 and 3, 31 feet to a stake, thence N. 88 degrees W. 133.2 feet to the point of beginning. All in accordance with survey and plat by Norris H. Hickerson, Surveyor, dated March 24, 1951.

Being part of the property conveyed to Sam Garfinkle by deed from Christine Wilson Childs of record in Book 1944, page 226, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Harris A. Gilbert by deed from James A. O'Hara, District Director of Internal Revenue, of record in Book 4208, page 700, Register's Office for Davidson County, Tennessee.

EXHIBIT A

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5640 PAGE 336

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
			7500.00- CO	
			7200.00- MO	
			19.50 CO TX	
			5.20 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 34.20-	
			7121A08/21/80 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 0 3 6 0 0

IDENTIF. REFERENCE

AUG 21 9 28 AM '80

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

No. 775147