BOOK 5642 PAGE 475

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

JAMES R. CONNOR and wife,

CATHY L. CONNOR

TO

LARRY D. DRAKE and wife,

EMILY A. DRAKE

For draftsman's use

Prepared by mail
Tom G. Coleman, Jr.
1702 Parkway Tower
Nashville, Tennessee 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
LARRY D. DRAKE, ET UX (NAME)	new owner (NAME)	Map 92-9
7536 Sawyer Brown Road. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 353
Nash. TN 37221 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE T

AUG 26 1 54 PM '80

FELIX A. POLL JR. REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 76,947.11 [signature] Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 26th DAY OF August, 19 80

Tom G. Coleman
Notary Public

MY COMMISSION EXPIRES: July 21, 1984

(AFFIX SEAL)

G04434

FOR AND IN CONSIDERATION OF the sum of SEVENTY-SIX NINE HUNDRED FORTY-SEVEN and 11/100 ($76,947.11) **DOLLARS**

of which $ 10.00 **has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees** assume and agree to pay the following endebtnedness: (1) $71,354.67 to Alvin D. Garfinkel, et ux and Fannie L. Zeman (now Zeitlin), recorded in Book 5604, Page 325, Register's Office for Davidson County, Tennessee and (2) $2,332.44 recorded in Book 5604, Page 328, said Register's office, and for the remainder has this day executed his one promisory note of even date herewith in the original principal sum of $3,250.00 payable to the order of Grantor and executed by the Grantee and given as part of the purchase money on the herein described property. Said note is payable in 30 consectutive monthly installments of $75.88 each including interest being at the rate of 10% per annum on the unpaid principal sum, until August 15, 1983 when the entire unpaid balance of both principal and interest will become immediately due and payable. The first payment falling due on the 15th day of February, 1981 and continuing in consectutive monthly installments as aforesaid. Amounts *

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,

James R. Connor and wife, Cathy L. Connor

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

Larry D. Drake and wife, Emily A. Drake

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

Land in Davidson County, Tennessee, being Lot No. 37 on the Map of the Subdivision of part of the Willcox 29 acre tract of land in the old 13th Civil District of said County, of record in Book 161, Pag 159, Register's Office for said County.

Said Lot No. 37 fronts 50 feet on the northerly side of Charlotte Turnpike or Avenue, and runs back between lines 146 feet on the easterly line and 147 feet on the westerly line to an alley on which it measures 50 feet, more or less.

Being the same property conveyed to James R. Connor , a one-half undivided interest, by deed from Kennety W. Gatlin of record in Book 5634, Page 952, Register's Office for Davidson County, Tennessee and a one-half undivided interest, by deed from Alvin D. Garfinkel and wife, Rita Z. Garfinkel and Fannie L. Zeman (Now Zeitlin) of record in Book 5604, Page 325, Register's Office for Davidson County, Tennessee.

This instrument is made subject to all applicable local government planning, building and zoning regulations.

This conveyance is made subject to a Deed of Trust of record in Book 5604, Page 328, said Register's Office and an Installment Deed of record in Book 5604, Page 325, said Register's Offic

* paid will be credited first to interest due; balance to unpaid principal sum.

This is unimproved ( ) improved (X) **property, known as** 3320 Charlotte Avenue, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

BOOK 5642 PAGE 427

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 Linda Coleman Worden 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 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 13th day of August 1980.

Larry D. Drake

Emily A. Drake

James R. Connor

Cathy L. Connor

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Jm D. Coleman, a Notary Public in and for said County and State, the within named James R. Connors and wife, Cathy L. Connor and Larry D. Drake, 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, Tennessee, this 13th day of August, 1980.

Jm D. Coleman, Notary Public.

Commission expires July 21, 1984

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, George E. Willis, Jr, a Notary Public in and for said County and State, the within named Emily A. Drake, 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, Tennessee, this 13th day of August, 1980.

George E. Willis Jr, Notary Public.

Commission expires April 22, 1984

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF BOOK 5642 PAGE 478

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
			76947.11-	CO
			3250.00-	MO
			197.94	CO TX
			1.20	MO TX
			.50	PRFEE
			6.00	WDEED
			CHECK	207.64-
			8173A08/26/90 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

604434

IDENTIF. REFERENCE

AUG 26 1 54 PM '90

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

No. 776168