6563 10/16 75.50- CHECK

BOOK 5660 PAGE 658

INSTALLMENT DEED

For and in Consideration of the sum of Eighteen Thousand and no/100 Dollars ($18,000.00) ---------- Dollars, of which none (00) ---------- Dollars, has been paid in cash by Jerry Wilson Perrell and wife, Mary Helen Perrell the receipt of which is hereby acknowledged, and for the remainder Eighteen Thousand and no/100 ---------- ($18,000.00) Dollars, the said Jerry Wilson Perrell and wife, Mary Helen Perrell ---------- have executed a promissory note of even date herewith in the original principal amount of Eighteen Thousand and no/100 Dollars ($18,000.00), together with interest at the rate of eleven per cent (11%) per annum, payable to Earl Carter and wife, Betty Carter, to be paid in equal monthly installments of Two Hundred Four and 59/100 Dollars ($204.59) each, said installments to commence on the 1st day of October, 1980, and to continue each succeeding month thereafter for the next 15 years until the entire indebtedness is paid in full.

all of said notes bearing ~~six~~ 11% per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, We, Earl Carter and wife, Betty Carter ----------

---

have this day bargained and sold, and do hereby transfer and convey unto the said ----------
Jerry Wilson Perrell and wife, Mary Helen Perrell, their ---------- heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being the westerly half of Lot No. 9 on the Map of Sneed and Hamilton's Re-subdivision of Lots Nos. 2, 3, 7, 8, 9, 10, 15, 16, 17, and 18 in the First Subdivision of Brownsville as of record in Book 161, page 149, Register's Office for Davidson County, Tennessee.

Said part of Lot No. 9 fronts 50 feet on the southerly side of Tillman, formerly Fall, Street and runs back between parallel lines 130 feet to an alley.

Being the same property conveyed to Earl Carter and wife, Betty Carter by warranty deed from Jack Boyd Crockett, Sr., and wife, Sarah Coop Crockett, said deed bearing date of February 26, 1973, and being of record at Deed Book 4683, page 990, Register's Office for Davidson County, Tennessee.

This is improved (XX) unimproved ( ) property, known as 212 Fall Street, Nashville, Tennessee 37206
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Jerry Wilson Perrell and wife, Mary Helen Perrell, 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 said real estate to said Jerry Wilson Perrell and wife, Mary Helen Perrell, 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 Jerry Wilson Perrell and wife, Mary Helen Perrell do hereby transfer and convey unto John T. Blankenship, 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 Jerry Wilson Perrell and wife, Mary Helen Perrell 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 $18,000.00 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 interst 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 Jerry Wilson Perrell and wife, Mary Helen Perrell 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 trust 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 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 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 Jerry Wilson Perrell and wife, Mary Helen, their 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 John T. Blankenship, Trustee, shall be vested in said successor.

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 Earl Carter and wife, Betty Carter and Jerry Wilson Perrell and wife, Mary Helen Perrell hereunto set our hands at Nashville, Tennessee, this the 4th day of October 1980

Earl Carter
Earl Carter

Betty Carter
Betty Carter

Jerry Wilson Perrell
Jerry Wilson Perrell

Mary Helen Perrell
Mary Helen Perrell

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Patricia A. Wadley, a Notary Public in and for said County and State, the within named Earl Carter and wife, Betty Carter and Jerry Wilson Perrell and wife, Mary Helen Perrell

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 4th day of October, 1980

Patricia A. Wadley, Notary Public.

Commission Expires 1/18/82

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor____, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5660 PAGE 661

Before me, , a Notary Public of the State and County aforesaid, personally appeared , with whom I 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 .

(over for additional acknowledgements)

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

G. I. 1-200

IDENTIF. REFERENCE

OCT 6 11 28 AM '80

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

TULLY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Jerry Wilson Perrell (NAME)	same (NAME)	27W-15160
212 Fall Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Map 83-6
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	Parcel 186

THIS INSTRUMENT WAS PREPARED BY

John T. Blankenship
3311 GallatinRoad
Nashville, Tennessee 37216
phone: 226-9595
Attorney at Law

mail

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 18,000.00 Jerry Wilson Perrell
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 4th DAY OF October 1980

Notary Public

MY COMMISSION EXPIRES: 1/18/82

(AFFIX SEAL)

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF BOOK 5660 PAGE 662

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
			18000.00- CO	
			18000.00- MO	
			46.80 CO TX	
			16.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	75.30-
6563A	10/06/80		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G.I.-200

IDENTIF. REFERENCE

OCT 6 11 28 AM '80

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 784278