2206 11/03 183.79- CHECK

THIS [illegible] PREPARED BY
JOHN L. [illegible]
[illegible] CENTER
[illegible]

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
GEORGE MILLER	SAME	MAP 118-6
(NAME)	(NAME)	
833 EAST CLAYTON AVENUE		PAR 16 P/O 17
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
NASHVILLE, TN 37204		16DA-12715
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

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FOR AND IN CONSIDERATION of the sum of Fifty-Five Thousand and No/100 ($55,000.00) *Dollars, of which* Thirteen Thousand Seven Hundred Fifty and No/100 ($13,750.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Forty-One Thousand Two Hundred Fifty and No/100 ($41,250.00) *Dollars,* GEORGE MILLER, an unmarried man, *has executed* an Installment Deed Note of even date in the principal amount of Forty-One Thousand Two Hundred Fifty and no/100 Dollars ($41,250.00) payable to the Order of the Estate of Icy Small Alexander due in full on or before May 3, 1981, together with interest at the rate of ten percent (10%) simple interest per annum.

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, I, LANDESS SMALL, EXECUTOR OF THE ESTATE OF ICY SMALL ALEXANDER, *have this day bargained and sold, and do hereby transfer and convey unto the said* GEORGE MILLER, an unmarried man, his ~~XXXXXX~~, *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being Lot No. 61B, and the westerly 4 feet of Lot No. 62B, on the Plan of Battlefield Estates, Section 1, of record in Book 843, pages 96 and 97, Register's Office for said County.

Said Lot No. 61B and part of Lot No. 62B, adjoin and front together 79 feet on the southerly side of East Clayton Avenue and runs back between lines, 237.3 feet on the westerly line and 238.74 feet, more or less, on the easterly line to a dead line, measuring 79 feet thereon.

The above described property was conveyed to Icy Small Alexander by deed from Leo T. Hampel and wife, Mae Belle Hampel, of record in Book 4183, page 226, Register's Office for said County, the said Icy Small Alexander having since died and by her Will of record in Will Book 131, page 261, Office of the County Court Clerk for Davidson County, Tennessee appointed Landess Small as Executor with power to sell the subject property.

This conveyance is made subject to an easement to Metropolitan Government for Sanitary Sewer of record in Book 3920, page 891, R.O.D.C.

Landess Small conveys, warrants and covenants solely in his fiduciary capacity and not individually.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 55,000.00

Subscribed and sworn to before me, this the _____ day of _____ 19____.

Affiant

My commission expires: _____ (Affix Seal)

Notary Public

This is unimproved ( ) improved (X) property, known as 833 East Clayton Avenue, Nashville, TN 37204 (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 GEORGE MILLER, his ~~XXXXXX~~ (successors) *heirs and assigns forever.* I *covenant that* the Estate is *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 taxes for 1980, a lien not yet due and payable. I *further covenant and bind* said Estate, its *heirs and representatives, to warrant and forever defend the title to said real estate to said* GEORGE MILLER, his ~~XXXXXX~~ *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 GEORGE MILLER, an unmarried man, *hereinafter referred to as trustors, hereby transfer and convey unto* JOHN L. VAN CLEAVE, _____, *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 the sum of $ 55,000.00 *, or 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.*

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 our *hand* s *this* 3rd *day of* November, *19* 80, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

ESTATE OF ICY SMALL ALEXANDER

By: Landess Small
LANDESS SMALL, Executor

George M. Miller
GEORGE MILLER

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* LANDESS SMALL, EXECUTOR OF THE ESTATE OF ICY SMALL ALEXANDER, and GEORGE MILLER,

the within named bargainor s, *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* day *of* October, *19* 80

Notary Public

Commission expires

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
LANDESS SMALL, EXECUTOR OF
ESTATE OF ICY SMALL ALEXANDER

TO
GEORGE MILLER

61.5694

RUSH

IDENTIF. REFERENCE

NOV 3 12 18 PM '80

FILED & RECORDED
DAVIDSON CO., TENN.

Compliments of
GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

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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
			55000.00- CO	
			41250.00- MO	
			143.00 CO TX	
			39.20 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	183.70-
			2206A11/03/80 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

61-5694

IDENTIF. REFERENCE

Nov 3 12 18 PM '80

FELIX Z. WILSON
DAVIDSON CO. REGISTER

No. 789738