Map 118-11 Par 67 Js

INSTALLMENT DEED

For and in Consideration of the sum of Forty three thousand, five hundred and 00/100---
---(43,500.00) Dollars,
of which Twelve thousand, one hundred, eighty and 00/100 (12,180.00)---------- Dollars,
has been paid in cash by William Howard Baird and wife Brenda Faye Baird
the receipt of which is hereby acknowledged, and for the remainder Thirty-one thousand,
three hundred, twenty and 00/100 (31,320.00)---------- Dollars,
the said William Howard Baird and wife Brenda Faye Baird have

Executed and delivered their one joint promissory note in said amount of even date herewith payable to the order of Joyce M. Durham and Victoria M. Durham as follows the sum of $356.10 on the 25th day of November 1980 and a like sum on the 25th day of each succeeding month thereafter for one hundred twenty (120) months and a final payment on the one hundred twenty-first (121) month of Twenty-four thousand, three hundred fifty and 58/100 ($24,350.58) plus all accumulated interest. The above payments on said note are to include principal and interest at the rate of 12.5% per annum. It is further agreed and understood between all parties that a late charge of 5% will be added to any payment that is more than five (5) days delinquent.

all of said notes bearing six 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, Joyce M. Durham and wife Victoria M. Durham

have this day bargained and sold, and do hereby transfer and convey unto the said William Howard Baird and wife Brenda Faye Baird their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Lying and being situated in the 6th formerly the 9th Civil District of Davidson County, State of Tennessee, more particularly described as follows:
Lot No. 32, Block D, as shown on the Plan of Berry Hill Gardens, as of Record in Book 1130, Page 36, Register's Office for Davidson County, Tennessee.
Being the same property conveyed to J. M. Durham and wife Victoria M. Durham by Deed from Defense Homes Corporation, of Record in Book 1300, Page 501, RODC Tenn.
This conveyence is made subject to all sewer and utility easements of record.
It is agreed and understood that said mortgagors will pay a sufficient amount of money into an escrow account each month to be held by the mortgagee for the purpose of paying the real estate tax on said property when due.

unimproved ( )
This is improved ( ) property, known as _____
(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 William Howard Baird and wife Brenda Faye Baird 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.

further covenant and bind ourselves and our heirs and representatives, to warrant and forever defend the title to said real estate to said William Howard and wife Brenda Faye Baird and 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 in hand paid, we, the said William Howard Baird and wife Brenda Faye Baird

do hereby transfer and convey unto Joe Mann, 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 William Howard Baird and wife Brenda Faye Baird 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 $31,320.00 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 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 William Howard Baird and wife Brenda Faye Baird 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; or if 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 William Howard Baird and wife Brenda Faye Baird 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 Joe Mann, 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 Joyce M. Durham and wife Victoria M. Durham and William Howard Baird and wife Brenda Faye Baird hereunto set our hands at Nashville, Tennessee, this the 12th day of Nov. 1980

Joyce M. Durham — Joyce M. Durham

Victoria M. Durham — Victoria M. Durham

William Howard Baird — [illegible]

Brenda Faye Baird — [illegible]

STATE OF TENNESSEE
Davidson County

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named Joyce M. Durham and wife Victoria M. Durham and William Howard Baird and wife Brenda Faye Baird

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 day of November 12, 1980

Commission Expires My Commission Expires July 21, 1984 — Notary Public.

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 5677 PAGE 752

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)

G 1 7 3 2 9

T
IDENTIF. REFERENCE

Nov 13 2 55 PM '80

FELIX Z. NELSON II REGISTER
DAVIDSON COUNTY, TENN.

RUSH

INSTALLMENT DEED

FROM
Joyce M. Durham and wife
Victoria M. Durham

TO
William Howard Baird and wife
Brenda Faye Baird

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

TOWLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William Howard Baird (NAME)	J.M. Durham (NAME)	
2829 Columbine Dr. (STREET ADDRESS OR ROUTE NUMBER)	1200 Old Hickory Blvd (STREET ADDRESS)	
Nashville Tn. 37214 (CITY) (STATE) (P. O. ZIP)	Brentwood Tn. 37027 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

J.M. DURHAM
1200 Old Hickory Blvd
Brentwood Tn.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 43,500.00

Joyce M. Durham
Affiant Joyce M. Durham

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12 DAY OF Nov, 1980.

Roberta Towell
Notary Public

MY COMMISSION EXPIRES: [illegible] 1981

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 5677 PAGE 753

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
			43500.00-	CO
			31320.00-	MO
			113.10	CO TX
			29.30	MO TX
			.50	PRFEE
			12.00	WDEED
			.60	MISC.
			CHECK	155.50-
4280A	11/13/80		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 1 7 3 2 9

IDENTIF. REFERENCE

Nov 13 2 55 PM '00

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 791741