THIS INSTRUMENT WAS PREPARED BY:
James R. Wyatt, Attorney
100 39th Avenue North
Nashville, Tennessee 37209

Installment Deed

BOOK 5678 PAGE 651

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Mr. Carl H. Reed, et ux		82-3
(NAME)	(NAME)	Par 463
1402 Litton Avenue	Same,	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37216		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ($15,000.00)
Fifteen thousand and No/100---------- *Dollars,*
of which ($1,500.00)
One thousand five hundred and No/100---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder ($13,500.00)
Thirteen thousand five hundred and No/100---------- *Dollars,*

We, Carl H. Reed and wife, Elease Reed have executed one promissory note of even date herewith in the principal amount of $13,500.00 payable to J. A. Webb in monthly installments of $150.00 each. Interest at the rate of 9% per annum is included in the $150.00 monthly installments. Said installments are first to be applied to the interest with the remainder being applied to the principal. The first of these installments is to fall due on the 1st day of December, 1980, and on the 1st day of each succeeding month thereafter until this note is paid in full.

It is understood and agreed that a late charge may be imposed on any installment delinquent in excess of fifteen (15) days.

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, We, J. A. Webb and wife, Mary Catherine Webb

have this day bargained and sold, and do hereby transfer and convey unto the said Carl H. Reed and wife, Elease Reed

their *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 14 and the northerly 6 feet of Lot No. 13 on the Sharpe and Crutcher's Addition to East Nashville as of record in Book 57, page 82, Register's Office for said County.

Said Lot No. 14 and part of Lot No. 13 front together 50 feet on the east side of Lischey Avenue, and run back eastwardly between parallel lines, and with the southerly margin of Bayard Avenue 165 feet to an alley, on which they front 50 feet.

Being the same property conveyed to J. A. Webb by Quit Claim Deed from Community Equity and Economic Development Corporation as of record in Book _____, Page _____, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ $15,000.00

Subscribed and sworn to before me, this the 31st day of October 19 80

Affiant

My commission expires: 11/8/80
(Affix Seal)

Notary Public

unimproved ( )
This is improved (X) property, known as 929 Lischey Avenue, Nashville
(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
Carl H. Reed and wife, Elease Reed
their (successors),
heirs and assigns forever. And we We *covenant with the said* we are *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and the same is unincumbered, unless otherwise noted.*
We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to the said* Carl H. Reed and wife, Elease Reed, their

Provided, however, that if the said Carl H. Reed and wife, Elease Reed *shall pay to* Joe B. Webb *the sum of money aforesaid, and shall perform all the covenants and agreements aforesaid, then this deed shall be void; otherwise it shall remain in full force and effect. Should default be made in the payment of any of said sums of money, or in the performance of any of said covenants or agreements, or should the undersigned, or any of them, become insolvent, or should proceedings in bankruptcy be instituted by or against the undersigned, or any of them, or should the undersigned, or any of them, make an assignment for the benefit of creditors, or should a receiver be appointed for the undersigned, or any of them, then the whole of said sums of money aforesaid shall become due and payable at once, and this deed may be foreclosed as now provided by law, and in case suit is brought to foreclose this deed, a reasonable attorney's fee shall be allowed, which shall be secured hereby.*

Carl H. Reed and wife, Elease Reed

Joe B. Webb

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* 31st *day of* October, *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.*

Carl H. Reed

Elease Reed

× J A Webb

× Mary Catherine Webb

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mack H. Webb, *a Notary Public in and for said County and State,* J. A. Webb and wife, Mary Catherine Webb and Carl H. Reed and wife, Elease Reed *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* 31st *day of* October, *19* 80.

Notary Public

Commission expires 11/8/80

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

J. A. Webb, et ux

TO

Carl H. Reed, et ux

G 17610

IDENTIFICATION REFERENCE

Nov 17 9 10 AM '80

Compliments of

J. E. WEBB & SON

Insurance & Real Estate

PHONE 262-0713

NASHVILLE, TENN. 37207

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR BOOK 5678 PAGE 653

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
			150[illegible].00-	CO
			1350[illegible].00-	MO
			39.00	CO TX
			11.50	MO TX
			.50	PRFEE
			6.00	WDEED
			CHECK	57.00-
			469DA11/17/80 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 1 7 6 1 0

T
IDENTIF. REFERENCE

Nov 17 9 10 AM '80

[illegible] REGISTER
[illegible] COUNTY, TENN.

No. 792134