This instrument prepared by:
Joseph B. Pitt, Jr., Attorney
First American Center
Nashville, Tennessee 37238

BOOK 5682 PAGE 627

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
David F. Meriwether		132-10-10
(NAME:)	(NAME:)	
880 Battery Lane	SAME	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37220		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Sixty Six Thousand and no/100---------- ($66,000.00) ---------- *Dollars,*

of which Thirteen Thousand Two Hundred and no/100---------- ($13,200.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Fifty Two Thousand Eight Hundred and no/100- ($52,800.00) ---------- *Dollars,*

David F. Meriwether has executed his promissory note of even date herewith payable to the order of Frances Capps Hall (F.C.H.) and Charles Stewart Capps in the principal amount of $52,800.00, payable on or before June 1, 1981, in monthly installments $528.00 which represents interest only at the rate of 12% per annum, the first of said interest only installments falling due on January 1, 1981 and the others on the same day of each successive month thereafter until said note is paid in full, the principal amount being due on June 1, 1981; said note providing that it may be paid in full or in part at any time without penalty; and further providing that the indebtedness may not be assumed by any subsequent purchasers of the property described herein without the written consent of the * note holder; and further providing for a late charge of 4% of any installment received more than 15 days after the due date.

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, Frances Capps Hall (F.C.H.) and Charles Stewart Capps

have this day bargained and sold, and do hereby transfer and convey unto the said David F. Meriwether

the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the 7th, formerly the 11th, Civil District of Davidson County, Tennessee, described according to a survey made by Z. J. Wilkinson, Surveyor, October 25, 1948, as follows:
Beginning in the northerly margin of Battery Lane, at H. Hayes' southeast corner; thence with Hayes' east line, north 2 deg. 45' east 506 feet to a stake; thence south 70 deg. 30' east 135 feet to a stake; thence south 2 deg. 45' west 506 feet to the northerly margin of Battery Lane; thence with the northerly margin of said lane, north 70 deg. 30' west 135 feet to an iron pin and fence corner, the point of beginning.

The above described property was devised to Frances Capps Hall (F.C.H.) and Charles Stewart Capps by will of Bernice R. Capps of record in Will Book 128, page 622, County Court for Davidson County, Tennessee.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 66,000.00

Subscribed and sworn to before me, this the 24th day of November 19 80

My commission expires: 8-12-81 (Affix Seal)

Affiant

Notary Public

unimproved ( )
This is improved (X) property, known as 880 Battery Lane, Nashville, Tennessee 37220
(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 Grantees their (successors), 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 except for 1980 taxes which are prorated and assumed by the purchasers.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, their (successors), 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 installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto Joseph B. Pitt, Jr., *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 $ .....

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.

11/25 228.90 CHECK

6446

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.

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.

Witness our hands this 24th 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.

Frances Capps Hall — Charles Stewart Capps

Frances Capps Hall
F.C.H.

David F. Meriwether

Charles Stewart Capps

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Doris E. Moran, a Notary Public in and for said County and State, Frances Capps Hall and Charles Stewart Capps and David F. Meriwether F.C.H.,

the within named 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 24th day of November, 19 80.

Doris E. Moran
Notary Public

Commission expires 8-12-81

DORIS E. MORAN NOTARY PUBLIC STATE AT LARGE STATE OF TENNESSEE

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.....

Insure Record to Chicago Title Ins. Co.

$ 2.20 257

INSTALLMENT DEED

FROM
Frances Capps Hall and Charles Stewart Capps

TO
David F. Meriwether

31-8989

IDENTIF. REFERENCE

NOV 25 8 49 AM '80

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37238

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

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

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RECEIVED OF _____

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
			60000.00- CO	
			52800.00- MO	
			171.60 CO TX	
			50.60 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK 886.90-	
			6446A11/25/80 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

51899

T
IDENTIF. REFERENCE

NOV 25 8 49 AM '80

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 793836