LARRY R. WILLIAMS, ATTORNEY
2nd Fl., Ambrose Bldg.
162 Fourth Ave. N.
Nashville, Tn. 37219

Installment Deed

BOOK 5705

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO.	MAP PARCEL NUMBERS
ROBERT DURRETT, et al.	FIRST FEDERAL SAVINGS & LOAN ASSN.	Map 72-6
(NAME)	(NAME)	
P. O. Box 100417	4th and Union	Parcel 153
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37210	Nashville, Tn. 37219	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Twenty-Eight Thousand Five Hundred ($28,500.00) *Dollars,*

of which Three Thousand Eight Hundred ($3,800.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twenty-Four Thousand Seven Hundred ($24,700.00) *Dollars,*

ROBERT DURRETT and HOWARD FRIEDLI *have executed*
a Vendor's Lien "Wraparound" Note pursuant to further terms set forth herein

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, L. D. WEBBER, the Grantor

has
~~have~~ *this day bargained and sold, and do hereby transfer and convey unto the said* ROBERT DURRETT and HOWARD FRIEDLI, their *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, being the easterly 48 feet of the westerly 96-1/2 feet of Lot "W" or 9 on the corrected Plan of E. J. Childress Subdivision of the J. H. Ambrose Tract, as of record in Book 332, page 134, Register's Office for said county.

Said part of Lot "W" or 9 fronts 48 feet on the northerly side of Thomas Street and runs back between parallel lines 152 feet, more or less, to a dead line.

Being the same property conveyed to L. D. Webber and James L. Baskin by deed from Victor Ross Fortner and wife, Irene T. Fortner, of record in Book 4435, page 422, Register's Office of Davidson County, Tennessee, and also being the same property conveyed to L. D. Webber by Quitclaim Deed from James L. Baskin and wife, Mary Ann Baskin, of record in Book 5048, page 126, Register's Office of Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $28,500.00

Subscribed and sworn to before me, this the 30th day of January, 19 81

Affiant

My commission expires: 7/12/83

(Affix Seal)

Notary Public

For the remaining Twenty-Four Thousand Seven Hundred Dollar ($24,700. bal. of sale price, the said ROBERT DURRETT and HOWARD FRIEDLI have executed their one note of even date herewith in the original principal amount of Twenty-Four Thousand Seven Hundred Dollars ($24,700.00) payable to the order of L.D. WEBBER in full on or before February 1, 1986. Said note shall bear interest at the rate of ten percent (10%) per annum and said interest shall be payable in monthly installments of Two Hundred Five Dollars and 83/100 ($205.83) per month. The GRANTEES, ROBERT DURRETT and HOWARD FRIEDLI, have the right of pre-payment without penalty. If at any time during the term of the aforesaid loan, the conventional rate of interest at FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION falls to ten percent (10%) interest on eighty percent (80%) residential loans, this note shall be due and payable upon thirty (30) days advanced written notice by L. D. WEBBER to the GRANTEES.

BOOK 5705 PAGE 696

This conveyance is made subject to a first mortgage in the original principal amount of Eight Thousand Dollars ($8,000.00) payable to the order of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NASHVILLE in monthly installments of Forty-Four Dollars and 24/100 ($44.24) per month and secured by a Deed of Trust executed by JAMES L. POOLE and wife, CALLIE P. POOLE, to T. I. HOLMAN, JR., TRUSTEE, of record in Book 3289, page 511, Register's Office for Davidson County, Tennessee. The GRANTOR herein agrees that the monthly installments of interest on his Vendor's Lien of Two Hundred Five Dollars and 83/100 ($205.83) are to be first applied to the payments on the first mortgage as herein set out, until such time as said mortgage is paid in full, both principal and interest, and GRANTOR further agrees to secure the full release of the same at the time of payment in full of this obligation by the GRANTEES herein. The GRANTOR herein further agrees that in the event that said first mortgage should become delinquent, then the GRANTEES herein reserve the right to apply such payments to said first mortgage, so as to prevent any default in said first mortgage, and apply residue from said monthly payments to the payment of any sums owing to the GRANTOR herein.

In addition to the agreement as herein above set out, and to better secure the lien note, the GRANTEES, ROBERT DURRETT and HOWARD FRIEDLI, hereby agree to pay to GRANTOR an additional sum of Twenty-Eight Dollars and 76/100 ($28.76) per month, simultaneous with the monthly payments on said note, representing 1/12th of the yearly fire insurance premium, FHA Insurance, and taxes, and GRANTOR shall pay said taxes and insurance premiums as they become due and payable. Adjustments may be made periodically in said escrow payments, depending upon any increase or decrease in said taxes or insurance premiums.

The assumption of this indebtedness by any third party shall require the advance written approval of the Grantor.

This is unimproved ( ) improved (X) property, known as 1003 Thomas Avenue (House Number) (Street) Nashville, Tn. 37216 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 ROBERT DURRETT and HOWARD FRIEDLI, their *(successors), heirs and assigns forever.* I *covenant that* I am *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 the first mortgage to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION as set forth above and taxes for the current year which are prorated to date of closing.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* ROBERT DURRETT and HOWARD FRIEDLI *(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 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 ROBERT DURRETT and HOWARD FRIEDLI *hereinafter referred to as trustors, hereby transfer and convey unto* LARRY R. WILLIAMS, *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 $24,700.00, *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 [illegible]ved, and be 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 Register's 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 30 *day of* January, *19* 81.

PATRICIA R. WEBBER, wife of L. D. WEBBER, hereby enters into this agreement for purposes of conveying any marital right she may have in the aforesaid property.

L. D. WEBBER

PATRICIA R. WEBBER

ROBERT DURRETT

HOWARD FRIEDLI

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, [signature] *, a Notary Public in and for said County and State,* L. D. WEBBER, PATRICIA R. WEBBER, ROBERT DURRETT and HOWARD FRIEDLI, *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 [illegible] *Tennessee, this* 30th *day of* January, *1981.*

[signature] *Notary Public*

Commission expires 7/17/83

NOTARY PUBLIC AT LARGE TENNESSEE

STATE OF

COUNTY OF

Personally appeared before me, *, a Notary Public in and for said County and State,*

the within named 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 }

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

G 27.52 U

IDENTIF. REFERENCE

JAN 30 2 42 PM '81

FILED FOR RECORD IN REGISTER'S OFFICE DAVIDSON COUNTY, TENN.

RUSH

7512 01/30 109.30- CHECK

INSTALLMENT DEED

FROM

L. D. WEBBERG

TO

ROBERT DURRETT and HOWARD FRIEDLI

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

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF ~~BOOK~~ 5705 ~~PAGE~~ 699

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
			28500.00- CO	
			24700.00- MO	
			74.10 CO TX	
			22.70 MO TX	
			.50 PRFEE	
			12.00 *DEED	
			CHECK 109.30-	
75 12A01/30/81			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G27520

T
IDENTIF. REFERENCE

JAN 30 2 41 PM '81

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 804494