This Instrument Was Prepared By

Of The Law Firm Pedigo & Sandon
Stahlman Building: Nashville, Tennessee

BOOK 5716 PAGE 298

Installment Deed

ADDRESS NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO	MAP PARCEL NUMBERS
Charles H. Weathers (NAME)	CHARLES H. WEATHERS (NAME)	Map 104-10
1717 West End Ave. Suite 600 (STREET ADDRESS OR ROUTE NUMBER)	3427 Marlborough Ave. (STREET ADDRESS)	Par. 131
Nashville, Tn. 37203 (CITY) (STATE) (ZIP)	NASHVILLE TN 37212 (CITY) (STATE) (ZIP)	26W-07630

FOR AND IN CONSIDERATION of the sum of FIFTY THOUSAND AND NO/100 ($50,000.00) *Dollars,*
of which FIFTEEN THOUSAND AND NO/100 ($15,000.00) *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder THIRTY-FIVE THOUSAND AND NO/100 ($35,000.00) *Dollars,*
Charles H. Weathers *has executed*
an installment deed note in the principal amount of $35,000.00 payable to the order of Bertie Workman McClendon. Said note being due and payable on or before six months from even date, plus interest at the rate of 10% 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,
Bertie Workman McClendon and husband, James B. McClendon
have this day bargained and sold, and do hereby transfer and convey unto the said
Charles H. Weathers, single, his
the Grantees herein, ~~their successors~~, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being part of Lot No.192 on the Dr. R. W. Grizzard Subdivision or part of the Bosley Tract, not of record, and more particularly described according to a survey by Hickerson-Hickerson, Engineers dated September 9, 1963, as follows:

Beginning at an iron pin located on the easterly margin of Marlborough Avenue and being 266.0 feet south of the southerly margin of Fairfax Avenue and being the common front corner of Lots Nos. 191 and 192; thence with the line between said lots south 57 deg. 30' east 127.5 feet to an iron pin,said pin being the northeast corner of the herein described tract and being the northwest corner of the tract conveyed to Avada B. Holt of record in Book 3646, page 244, Register's Office for Davidson County, Tennessee; thence with the Holt tract south 31 deg. 45' west 89.5 feet to an iron pin in the northerly margin of an alley; thence with said alley north 46 deg. 58' west 137.2 feet to an iron pin in the easterly margin of Marlborough Avenue; thence with said margin north 37 deg. 00' east 67.75 feet to the point of beginning.

Being part of the property conveyed to James B. McClendon and Bertie Workman McClendon by deed from Ray M. Niel, et al of record in Book 1733, page 307 Register's Office for said County, by Quitclaim Deed of record in Book 4697, page 344, James B. McClendon conveyed his interest in the above described property to Bertie Workman McClendon.

James B. McClendon joins in the execution of this instrument to convey any and all interest that he might have, but no further or otherwise.

Continued.....

therefrom is the following described property:

Beginning at a point in the east margin of Marlborough Avenue, said point being south 40 deg. west 266.0 feet from the south margin of Fairfax Avenue; thence south 54 deg. east 6.1 feet to a point; thence south 41 deg. 13' west 67.5 feet in the north margin of an alley; thence along the said north margin north 46 deg. west 4.7 feet to a point in the east margin of Marlborough Avenue; thence along the said east margin north 40 deg. east 66.8 feet to the point of beginning and containing 363 square feet and being part of the same parcel conveyed by Roy M. Niel, et al to James B. McClendon and Bertie Workman McClendon of record in Book 1733, page 307, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to the State of Tennessee by deed from Bertie W. McClendon of record in Book 4777, page 226, Register's Office for Davidson County, Tennessee.

The 1981 taxes have been prorated and assumed by the grantee.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 20,000.00

Subscribed and sworn to before me, this the 22 day of March 19 81

Affiant

My commission expires: Jan 22, 1984 (Affix Seal)

Notary Public

unimproved ( )
This is improved ( ) property, known as ..... (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.

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 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 Grantees hereinafter referred to as trustors, hereby transfer and convey unto Dewey Pedigo, 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.

Trustors further agree to pay all taxes and assessments [illegible] and to pay them when and [illegible] damage [illegible] the lawful [illegible] and holder of said indebtedness, to pay, discharge, or remove [illegible]

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 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 27 *day of* February, *19* 81.

x Bertie Workman McClendon

x James B. McClendon

x Charles H. Weathers

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Rebecca G. Cudd, *a Notary Public in and for said County and State,* Bertie Workman McClendon and husband, James B. McClendon and Charles H. Weathers

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, *this* 27th *day of* February, *19* 81.

Rebecca G. Cudd

My Commission Expires July 11, 1983

STATE OF .....

COUNTY OF .....

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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 3 1 3 6 9

IDENTIF. REFERENCE

MAR 2 1 55 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

BERTIE WORKMAN McCLENDON, ET VIR

TO

CHARLES H. WEATHERS, single

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

Chicago Title Insurance Company
3000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627
PEDIGO & SAINDON

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF BOOK 5716 PAGE 302

FOR

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			50000.00- CO	
			35000.00- MO	
			130.00 CO TX	
			33.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	175.50-
			2450A03/02/81 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G31369

IDENTIF. REFERENCE

MAR 2 1 55 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 809247