4754 03/13 182.04- CHECK

Installment Deed

THOMAS, HALLIBURTON & WEISSMAN
417 WILLIAMWOOD
SUITE 223
NASHVILLE, TENNESSEE 37211

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO	MAP PARCEL NUMBERS
MR.&MRS. BILLY L. WAMPLER	NATIONAL MORTGAGE COMPANY	136-13-125
(NAME) 2791 WATERS VIEW DRIVE	(NAME) 4041 KNIGHT ARNOLD ROAD	
(STREET ADDRESS OR ROUTE NUMBER) NASHVILLE, TENNESSEE	(STREET ADDRESS) MEMPHIS, TN., 38118	BOOK 5720 PAGE 902
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of SIXTY TWO THOUSAND EIGHT HUNDRED SEVENTY AND 08/100---------- *Dollars,*

of which ELEVEN THOUSAND AND NO/100---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of the said SIXTY TWO THOUSAND EIGHT HUNDRED SEVENTY AND 08/100---------- *Dollars,*

BILLY L. WAMPLER, AND WIFE, SALLY P. WAMPLER, grantees *have executed* an installment note of even date herewith, in the principal sum of ELEVEN THOUSAND AND NO/100 ($11,000.00), with interest at the rate of ELEVEN PER CENT (11%) interest per annum on the unpaid balance until paid in full. Said principal and interest shall be payable at the offices of First American National Bank, Hillsboro Road Branch Office, 1604 Twenty-First Avenue S.,Nashville, Tennessee, in monthly installments of Two Hundred Thirty Nine and 17/100 Dollars,(239.17) each, beginning April 1, 1981,and continuing on the first day of each month thereafter until paid in full with the final payment being due March 1, 1986; and being further agreed and understood that Grantees hold the privilege of paying the said principal in full prior to the maturity date without any prepayment penalty. Further, it is understood and agreed that part of the consideration for the transfer of said property is the agreement of the Grantees to assume the unpaid balance of a Note secured by a certain Deed of Trust securing to **** (below) *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,*

GREGORY SAMARAS, AND WIFE, FANNIE SAMARAS (GRANTORS)

have this day bargained and sold, and do hereby transfer and convey unto the said

BILLY L. WAMPLER, AND WIFE, SALLY P. WAMPLER, (GRANTEES)

their *(successors), heirs and assigns,*

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

BEING LOT NO. 61 on the Plan of Edge-O-Lakes Estates, Sec. Four, of record in Plat Book 3600, Page 88 of the Register's Office of Davidson County,Tennessee, to which plat reference is hereby made for a more particular description.

BEING the same property conveyed to grantors by virtue of a warranty deed of record in Book 5167, Page 434 of said Register's Office.

(DESCRIPTION CONTINUED ON PAGE 2)

****National Mortgage Company, the payment of one note in the original principal sum of $42,150.00, of record in Book 5167, Page 436 of the Register's Office of Davidson County,Tennessee; and being further understood that the escrow account in connection with the aforesaid Deed of Trust, is hereby transferred to Grantees;

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration for this transfer is: 62,870.08

Affiant

Subscribed and sworn to before me this 6th day of March, 1981.

Notary Public

INCLUDED IN THIS CONVEYANCE, is a Reserve portion known as Parcel B as on the Plan of Edge-O-Lake Estates, Sec. 4, as of record in Book 3600, Page 88 of the said Register's Office, and described as follows:

BEGINNING at the Southwest corner of Lot No. 61, which is the common corner of Lot No. 61 and the reserve parcel (B), thence running South 1 degree 11' East 90.72 feet to a point; thence running South 9 degrees 38' East 298.92 feet to a point; thence running South 13 degrees 23' East 41.64 feet to a concrete marker, which marker is in the rear line of Lot No. 53; thence along the rear line of Lot No. 53 thence along the rear line of Lot No. 53 through 58 for a distance of 417.96 feet more or less to a point in the rear line of Lot No. 60; thence in a Westerly direction along the rear line of Lot 60 and 61, 102.60 feet more or less to the point of beginning.

BEING the same property conveyed to Gregory Samaras, and wife, Fannie Samaras by deed of record in Book 5318, Page 80, said Davidson County Register's Office.

unimproved ( )
This is improved (X) property, known as 2791 WATERS VIEW DR., NASHVILLE, TENNESSEE
(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 GREGORY SAMARAS, AND WIFE, FANNIE SAMARAS *(successors), heirs and assigns forever.* they *covenant that* they 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.,* unless so stated.

We *further covenant and bind* our *heirs and representatives, to warrant and forever defend the title to said real estate to said* BILLY L. WAMPLER, AND WIFE, SALLY P. WAMPLER, 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 BILLY L. WAMPLER, AND WIFE, SALLY P. WAMPLER, *hereinafter referred to as trustors, hereby transfer and convey unto , 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 $ 62,800.00 *, 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 [illegible] and payment of the terms [illegible] said property in good [illegible] and pay [illegible] the trustee [illegible] the owner and holder of said indebtedness [illegible] of said [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.

BOOK 5720 PAGE 904

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 6th *day of* MARCH, *19* 81.

G33059 mail am

Identif. Reference

MAR 13 9:26 AM '81

Felix Z. Wilson II Register

Davidson County, Tenn.

X Billy L. Wampler
BILLY L. WAMPLER, Grantee

X Sallie P. Wampler
SALLIE P. WAMPLER, Grantee

X Gregory Samaras
GREGORY SAMARAS, Grantor

X Fannie Samaras by Gregory Samaras
FANNIE SAMARAS, Grantor, by Gregory Samaras, Atty.-In-Fact, by Power of Attorney of record In the Public Official's Office, Serial No. 6710, Serrae, Greece, and of record in the Register's Office of Davidson County, Tennessee in Book 5717, Page 356.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* BILLY L. WAMPLER, & WIFE, SALLIE P. WAMPLER AND GREGORY SAMARAS, INDIVIDUALLY, AND AS ATTORNEY-IN-FACT FOR FANNIE SAMARAS.

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, DAVIDSON COUNTY *this* 8th *day of* MARCH, *19* 81

Barbara K. Higgins

Notary Public

My Commission Expires

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5720 PAGE 905

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
			62870.08- CO	
			11000.00- MO	
			163.54 CO TX	
			9.00 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 182.04-	
4754A03/13/81			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

033059

REFERENCE

MAR 13 9 26 AM '81

REGISTER
DAVIDSON COUNTY, TENN.

No. 811470