154-64
154 pt 41

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Ismael Moreno		154 - pa 64
(NAME): Route #5 Poplar Creek	(NAME): Same	+ part 41 ac.
(STREET ADDRESS OR ROUTE NUMBER): Nashville Tn. 37221	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

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FOR AND IN CONSIDERATION of the sum of Seventy Seven Thousand Five Hundred and no/100 ($77,500.00) *Dollars,*
of which Fourteen Thousand and no/100 ($14,000.00) *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder Sixty Three Thousand Five Hundred and no/100 ($63,500.00) *Dollars,*

Ismael Moreno and wife, Lidia Moreno, have executed one note of even date herewith in the principal sum of $63,500.00, payable to the order of John P. Myrick and wife, Sue D. Myrick, in 240 monthly installments of which sixty (60) of said installments are for $500.00 each which includes interest only at the rate of 11 per cent per annum and the balance of 180 monthly installments the principal balance shall be paid as follows: on the first day of June, 1986 the sum of $795.93, and thereafter a like installment on the same day of each succeeding month for 179 consecutive months and said installments include both principal and interest at the rate of 11 per cent 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, we, John P. Myrick and wife, Sue D. Myrick

have this day bargained and sold, and do hereby transfer and convey unto the said Ismael Moreno and wife, Lidia Moreno, their successors), *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Two tracts of land in the 9th Civil District of Davidson County, Tennessee and described as follows:

TRACT NO. I: Beginning at a point which is marked by a stake or iron pin, the same being a fence corner and the southwest corner of the J. T. Stibor property, and which point of beginning is South 38 degrees West 643.5' more or less from an iron pin located on the South side of Poplar Creek Road, which said iron pin in the northwest corner of the J. T. Stibor property and on the line between the properties owned by J. T. Stibor and Fannie Bolin, and then from the said point of beginning South 49 degrees E 208' to a point; thence North 38 degrees East 208' to a point; thence North 49 degrees West 208' to a point on the line dividing the Stibor and Bolin properties; thence South 38 degrees West 208' to a point of beginning. Said parcel contains one acre, more or less. Further, as a part of this conveyance, there is granted a permanent easement for the right of ingress and egress along an existing winding roadway of 25 foot width from the South side of Poplar Creek to the property above described, over the J. T. Stibor property.

(Continued on Addendum #1)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 77,500.00

Affiant

(Subscribed and sworn to before me, this the 2nd day of June, 1981

My commission expires My Commission Expires Jan. 15, 1983 (Affix Seal)

Notary Public

This is unimproved ( ) 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 Ismael Moreno and wife, Lidia Moreno, 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* Ismael Morenao and wife, Lidia Moreno, 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 Ismael Moreno and wife, Lidia Moreno *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 $ 77500.00 *, 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.*

MAP-PARCEL NUMBERS

ADDENDUM # 1

INSTALLMENT DEED: Ismael Moreno

Date_____

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TRACT NO. 2: Described according to a survey made by P. Anthony Chapdelaine, Jr., Surveyor, January 24, 1980, as follows:

Beginning at a point in the southerly margin of Poplar Creek Road at the northeast corner of the property conveyed to Rachel Riner of record in Book 5017, page 776, Register's Office, said point being also the northwest corner of the J. T. Stibor property of which this is a part of; thence with the southerly margin of Poplar Creek Road, South 66 degrees 51' East 104.68 feet to a point; thence continuing with said Poplar Creek Road easterly 43.17 feet to a point; thence south 20 degrees 19' West 431.06 feet to an iron pin; thence south 32 degrees 40' East 242.65 feet to an iron pin; thence south 23 degrees 31' West 235.25 feet to an iron pin in the northern boundary line of Dr. Richard Curtin property of record in Book 3950, page 447, Register's Office; thence with said Curtin's northern boundary line north 44 degrees 13' West 346.43 feet to a point being the southeast corner of a one (1) acre tract of land conveyed to Jerry Riner and wife of record in Book 4859, page 481 Register's Office; thence with Riner's eastern boundary line North 36 degrees 52' East 208 feet to Riner's northeast corner; thence with Riner's northern boundary line North 44 degrees 33' West 208 feet to a point in the eastern boundary line of said Rachel Riner's property; thence with same North 36 degrees 52' East 398.49 feet to the beginning containing 3.84 acres, more or less.

Being the same property conveyed to John P. Myrick and wife, Sue De. Myrick, by Deed from Paul M. Breen, Trustee, et al of record in Book 5656, Page 690 R.O.D.C.

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IDENTIF. REFERENCE

APR 3 2 48 PM '81

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

3561 30.00 272.00 GHC

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.

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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 this 2nd day of April, 1981, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Ismael Moreno

Lidia A. Moreno

John P. Myrick

Mrs. Sue D. Myrick

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Raymond H. Darrow, *a Notary Public in and for said County and State,* John P. Myrick and wife, Sue D. Myrick, and Ismael Moreno and wife, Lidia Moreno,

the within named bargainor....., 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* 2nd *day of* April, 1981.

Raymond H. Darrow *Notary Public*

Commission expires My Commission Expires Jan. 15, 1983

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

John P. Myrick, et ux

TO

Ismael Moreno, et ux

THIS INSTRUMENT PREPARED BY
RAYMOND H. DARROW, ATTORNEY AT LAW
~~18th FLOOR, THIRD NATIONAL BANK~~
NASHVILLE, TENN. ~~37219~~ 37205
6317 BRESSLYN RD.

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37208

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5729 PAGE 100

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
			77500.00- CO	
			63500.00- MO	
			201.50 CO TX	
			61.50 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 272.50-	
854	A04/03/81		BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

036064

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IDENTIF. REFERENCE

APR 3 2 48 PM '01
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 815101