ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
James Kyker Christain, Et Ux (NAME)	Same (NAME)	103-12-281
3820 Richland Avenue (STREET ADDRESS OR ROUTE NUMBER)	Same (STREET ADDRESS)	26W-2305
Nashville, TN 37205 (CITY) (P. O. ZONE) (STATE)	Same (CITY) (ZONE) (STATE)	

INSTALLMENT DEED

BOOK 5735 PAGE 580

FOR AND IN CONSIDERATION OF the sum of One Hundred Fifteen Thousand ($115,000.00) and No/100..... DOLLARS

of which $ 30,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their joint Promissory Note, of even date herewith, payable to the order of John Maxey Wherry and wife, Mildred L. Wherry. Said note in the amount of Eighty-Five Thousand and No/100 ($85,000.00) Dollars is payable in 119 monthly installments of Nine Hundred Seven and 17/100 ($907.17) Dollars with a final installment due ten (10) years from the date of said note in the amount of Eighty Thousand Seven Hundred Fifty-Three and 51/100 Dollars ($80,753.51). All installments include principal and interest on the unpaid principal balance as specified in said note.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

WE: John Maxey Wherry and wife, Mildred L. Wherry

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

James Kyker Christain and wife, Mary Beth Hobbs Christain

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being parts of Lots Nos. 203 and 205 of Block No. 10, Division "A" of the Richland Realty Company's property, as of record in Book 161, page 151, Register's Office for said County, showing the same divided into blocks but not showing the subdivision of blocks into small lots.

According to a printed copy of an unregistered plan subdividing said blocks into small lots, said parts of Lots Nos. 203 and 205 are described as follows:

Beginning on the northerly margin of Richland Avenue at a point 228 feet east of the easterly margin of Wilson Avenue, the southeast corner of the property conveyed to Warren A. Stuckey and wife, by deed from Catherine Lellyett Lawrence and husband, of record in Book 1716, page 523, said Register's Office; thence with the northerly margin of said Avenue, eastwardly 50 feet to the southwest corner of the property conveyed to Ivine G. Chase, Trustee, by deed from Binnie B. Lusk and husband, of record in Book 371, page 560, said Register's Office; thence with the westerly line of Chase property, northwardly 192-1/2 feet to the southerly margin of an alley, thence with said alley, westwardly 50 feet to the northeast corner of said Stuckey property; thence with the easterly line of the same, southwardly 192-1/2 feet to the beginning.

Being the same property conveyed to Mary Dee Wherry by deed from Mrs. Nettie E. Rion of record in Book 545, page 93, Register's Office for Davidson County, Tennessee. The said Mary Dee Wherry having since died. And being the same property devised to John Maxey Wherry, a 1/2 undivided interest and Margaret Lee Rozier, a 1/2 undivided interest, as devisees under the will of Mary Dee Wherry, deceased, of record in Will Book 70, page 61, Probate Court Clerk's Office for Davidson County, Tennessee. The said Margaret Lee Rozier having since quitclaimed her interest in said property to John Maxey Wherry by instrument of record in Book 2798, page 435, Register's Office for Davidson County, Tennessee. The said John Maxey Wherry having since conveyed said property to Wm. F. Carter, Trustee, and Wm. F. Carter, Trustee, having conveyed said property to John Maxey Wherry and wife, Mildred L. Wherry, to create an estate by the entireties, by quitclaim deed of record in Book 5693, page 135, Register's Office for Davidson County, Tennessee.

This is improved X ( ) unimproved ( ) property known as 3820 Richland Avenue, Nashville, TN 37205
(House Number) (Street) (P. O. Address) (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We convenant 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 the said real estate to said grantees, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto Wm. F. Carter Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby 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 at least the sum of $ 85,000.00 until the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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 conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 advise 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 notes 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 the grantees herein, their heirs, 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 said 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.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 20th day of April 19 81

John Maxey Wherry
Mildred L. Wherry

James Kyker Christain
Mary Beth Hobbs Christain

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 115,000.00

Affiant

Subscribed and sworn to before me, this the 20th day of April 19 81

My commission expires July 17, 1983 (Affix Seal)

Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Mary Belle Knutzen a Notary Public in and for said County and State, the within named John Maxey Wherry and wife, Mildred L. Wherry the 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 20th day of April 19 81

Commission Expires July 17, 1983 Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Mary Belle Knutzen a Notary Public in and for said County and State, the within named James Kyker Christain and wife, Mary Beth Hobbs Christain the 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, TN this 20th day of April 19 81

Commission Expires July 17, 1983 Notary Public.

, 19

Notary Public

Commission Expires

This instrument was prepared by: 2401 Hillsboro Rd. Nashville, TN. 37212

Wm. F. Carter, Atty.
Name

Address

INSTALLMENT DEED

FROM
JOHN MAXEY WHERRY, ET UX

TO
JAMES KYKER CHRISTAIN, ET UX

338262

IDENTIF. REFERENCE

APR 21 1 25 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Published by
Pioneer National Title Insurance Company
A Ticor Corporation
344 4th Avenue North
NASHVILLE, TENNESSEE 37219
Phone (615) 259-2290

FORM NO 1005—HESSEY 8.1.75

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

BOOK 5735 PAGE 583

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
			1150[illegible].00-	CO
			850[illegible].00-	MO
			295.00	CO TX
			83.00	MO TX
			.50	PRFEE
			9.00	WDEED
				CHECK 391.50-
1305A	04/21/81		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G. 3. 8. 2. 6 2

IDENTIF. REFERENCE

APR 21 1 25 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 817755