Trans-

Stock Realty Co.
2906 Berryhill Dr.
Nashville, Tn 37204

Installment Deed

BOOK 5743 PAGE 49

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO	MAP PARCEL NUMBERS
Buren M. Bruce et ux (NAME)	Fidelity Federal Sav. & Loan Assn. (NAME)	Map 162-5
5018 Kincannon Drive (STREET ADDRESS OR ROUTE NUMBER)	401 Union Street (STREET ADDRESS)	Parcel 143
Nashville, Tennessee 37220 (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee 37219 (CITY) (ZONE) (STATE)	5DU38226

FOR AND IN CONSIDERATION of the sum of Fifty-Seven Thousand Five Hundred and 00/100 ($57,500.00)---------- *Dollars, of which* Twenty-Three Thousand Eight Hundred Forty-Four and 60/100 ($23,844.60)----- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* of $33,655.40 Buren M. Bruce and wife, Louise Bruce, have assumed the current balance of $25,655.40 on a note dated February 21, 1973, payable to Fidelity Federal Savings and Loan Association in the original sum of $28,400.00 and secured by a deed of trust of record in Book 4682, page 871, Register's Office for Davidson County, Tennessee, and have further executed their installment deed note of even date in the principal amount of $8,000.00, payable to Clarence A. Wells and Lorraine H. Wells as follows: On the 1st day of September, 1981, the sum of $177.96 and thereafter continuing with a like amount on the same day of each succeeding month for a total of 60 consecutive equal monthly payments, said payments including interest of 12 percent 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, Clarence A. Wells and wife, Lorraine H. Wells,

have this day bargained and sold, and do hereby transfer and convey unto the said Buren M. Bruce and wife, Louise Bruce, their

(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 31 on the Plan of Hickory Valley, Section 2-A, as of record in Book 4300, page 111, Register's Office for said County, to which plan reference is here made for a fuller description.

Being the same property conveyed to Clarence A. Wells and wife, Lorraine H. Wells, by deed from Randall Phillips Builders, Inc., as of record in Book 4682, page 869, said Register's Office.

This conveyance is made subject to restrictions of record in Book 4522, page 528, and Book 4570, page 493; and to easements, setback lines, conditions of owner's certificate, etc., as shown on plan of record in Book 4300, page 111, all in said Register's Office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 57,500.00

Subscribed and sworn to before me, this the 6th day of May, 1981

Buren M. Bruce
Affiant

My Commission expires My Commission Expires July 17, 1983 (Affix Seal)

Notary Public

This is [ ] improved [X] property, known as 321 Ash Grove Drive, 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 Buren M. Bruce and wife, Louise Bruce, their

(successors), heirs and assigns, forever. We *covenant with said* we are *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and the same is unencumbered, except as of record.*

And we ourselves, our *successors, heirs and assigns, will forever warrant and defend the said* Buren M. Bruce and wife, Louise Bruce, their

successors, heirs and assigns, against the lawful claims of all persons whomsoever.

Buren M. Bruce and wife,

[illegible], Jr.

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.

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* S *this* 6th *day of* May, 1981, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Clarence A Wells
CLARENCE A. WELLS

Buren M. Bruce
BUREN M. BRUCE

Lorraine H. Wells
LORRAINE H. WELLS

Louise Bruce
LOUISE BRUCE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* CLARENCE A. WELLS, LORRAINE H. WELLS, BUREN M. BRUCE, and LOUISE BRUCE

*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, *Tennessee, this* 6TH *day of* May, 1981.

Ethel McClure
Notary Public

Commission expires My Commission Expires July 17, 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 .....

MORTGAGE DEED

FROM

TO

Prepared by:

Title Insurance Company
First American Center
Phone 255-1631
NASHVILLE, TENNESSEE 37208

G 41068
G 4.1.0.68

ILLEGIBLE REFERENCE

MAY 8 1 54 PM '81

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 5743 PAGE 51

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
			5720[illegible].00- CO	
			60[illegible].00- MO	
			149.50 CO TX	
			6.00 MO TX	
			.50 PRFEE	
			[illegible].00 [illegible]	
			CHECK	118.00
			476[illegible]/61/01 CAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G.4.1-0.6 8

IDENTIF. REFERENCE

MAY 8 1 54 PM '61

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

No. 821088