BOOK 5753 PAGE 741

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Joe H. DeGraffenreid, Jr. et ux (NAME)	Same (NAME)	Map 102-13
7111 Charlotte Pike (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 3.2
Nashville, TN 37209 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of Fifteen Thousand Five Hundred and no/100 ($15,500.00) ---------- *Dollars,*

of which One Thousand Five Hundred Fifty & no/100 $1,550.00 ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Ten Thousand Seventy Five and no/100 ($10,075.00) ---------- *Dollars,*

Grantees, Joe H. DeGraffenreid, Jr. and wife, Joyce Faye DeGraffenreid *have executed*

their joint promissory note in said amount payable to Joyce Moss, Trustee, with said amount to be paid in 120 equal installments of $144.56 each which includes interest at the rate of 12% per annum. The first payment is payable and due 1, 1981 and a like payment due on the 1st day of each succeeding month until paid in full. The monthly payments are to be applied first to interest and then to unpaid principal.

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, Hugh Fisk and wife, Mary Ann Fisk, Gladys Inez Stephens, an unmarried person, Sam Stephens and wife, Catherine Stephens, Estelle Stephens O'Brien and husband, Tom L. O'Brien, Amzie Stephens, an unmarried person, Joyce Marie Stephens Moss and husband, Willie Moss, and William F. Stephens, an unmarried person,

have this day bargained and sold, and do hereby transfer and convey unto the said Joe H. DeGraffenreid, Jr. and wife, Joyce Faye DeGraffenreid.

their *(successors), heirs and assigns,*

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

Land in the 8th Civil District of Davidson County, Tennessee, on the East side of Charlotte Pike of U.S. Highway North, about 3 miles from West Nashville and being a portion in the Subdivision of a 4.97 acre tract conveyed from A. Brown Davidson and others to W.J. Stephens the 19th day of May, 1927, recorded in Book 770, page 492, Register's Office for Davidson County, Tennessee. Surveyed as follows by S.H. Hutchison the 11th day of February, 1954, and by A & A Engineers, Inc., dated April 16, 1979, as follows:

BEGINNING at a point in the southeasterly margin of Charlotte Pike at the northwesterly corner of the Joe H. DeGraffenreid property; thence with the southeasterly margin of Charlotte Pike around a curve to the right having a radius of 1392.42 feet 249.29 feet to a point; thence South 0° 45' 07" West 247.66 feet to a point; thence North 67° 16' 14" West 188.71 feet to the point of beginning.

Being the same property conveyed to Sam Stevens and Howard Stevens by deed from Lucien Stephens, Frank Stephens, Estelle O'Brian & Amzie Stephens of record in Book 4578, page 858, the said Sam Stephens having convyed his interest to Hugh Fisk and wife, Mary Ann Fisk, of record in Book 4578, page 860, Register's Office, Davidson County, Tennessee. The said Howard Stephens having since died, and Grantors herein, with the exception of Hugh Fisk and wife, Mary Ann Fisk, being the sole survivors at law of the said Howard Stephens, deceased.

Grantors do not warrant the condition of the structures located on the premises as to their possible use nor the utilities located thereon.

Grantees are hereby given right to renovate, repair or demolish the structures located on the premises without the written consent of the Grantors.

35/05 57.30- CHECK

9473

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 5753 PAGE 742

The actual consideration or value of the property is $15,500.00.

Joe H. DeGraffenreid, Jr.
Affiant

Sworn to and subscribed before me this the 7th day of MAY, 1981.

Harold E Collins
NOTARY PUBLIC
MY COMMISSION EXPIRES: 4-18-82

THIS INSTRUMENT PREPARED BY:

Harold E. Collins, Attorney
802-51st Avenue North
Nashville, Tennessee 37209

This is (unimproved ( ) / improved (X)) property, known as 7101 Charlotte Avenue, Nashville, Tennessee 37209
(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 said Joe H. DeGraffenreid, Jr., and wife, Joyce Faye DeGraffenreid *(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.*

G 4 4 9 0 9 RUSH

IDENTIF. REFERENCE

JUN 5 9 41 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

we *further covenant and bind* ourselves and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantors, 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 Joe H. DeGraffenreid, Jr. and wife, Joyce Faye DeGraffenreid *hereinafter referred to as trustors, hereby transfer and convey unto* H. E. Collins, *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 $ none *, 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 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 hereof, or to 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.

BOOK 5753 PAGE 743

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 25th *day of* May, *19*81.

Estelle Stephens O'Brien
ESTELLE STEPHENS O'BRIEN

Tom L. O'Brien
TOM L. O'BRIEN

Amzie Stephens
AMZIE STEPHENS

Joyce Marie Stephens Moss
JOYCE MARIE STEPHENS MOSS

Willie Moss
WILLIE MOSS

Hugh K. Fisk
HUGH FISK

Mary Ann Fisk
MARY ANN FISK

Gladys Inez Stephens
GLADYS INEZ STEPHENS

Sam Stephens
SAM STEPHENS

Catherine Stephens
CATHERINE STEPHENS

William F. Stephens
WILLIAM F. STEPHENS

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Joe H. DeGraffenreid, Jr.
Joe H. DEGRAFFENREID

Joyce Faye DeGraffenreid
Joyce Faye DeGraffenreid

the undersigned, a Notary Public in and *for said County and State, personally appeared before me,* Hugh Fisk, Mary Ann Fisk, Gladys Inez Stephens, Sam Stephens, Catherine Stephens, Estelle Stephens O'Brien, Tom L. O'Brien, Amzie Stephens, Joyce Marie Stephens Moss, Willie Moss, & William F. Stephens, Joe H. DeGraffenreid and Joyce Faye DeGraffenreid *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* 27th *day of* May, *19*81

Notary Public

Commission expires July 25 1981

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5753 PAGE 744

RECEIVED OF _____

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
			15000.00-	CO
			10075.00-	MO
			40.30	CO TX
			6.10	MO TX
			.50	PRFEE
			9.00	WDEED
			CHECK	57.30-
9495A06/05/81			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

6.4.49.09

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IDENTIF. REFERENCE

JUN 5 9 41 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 825650