This Instrument prepared by
SCHULMAN, PRIDE & LE ROY
P. O. BOX 2707
NASHVILLE, TENN. 37213

Installment Deed

BOOK 5759 PAGE 35

2523

06/18/83 12810 CHECK

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Willie L. Beasley	Same	Map 69-16
(NAME)	(NAME)	
601 South 5th Street		Pars. 107,
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	97, and 96
Nashville TN 37206		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of... Thirty-Six Thousand and 00/100 ($36,000.00) *Dollars,*
of which Nine Thousand and 00/100 ($9,000.00) *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder Twenty-Seven Thousand and 00/100 ($27,000.00) *Dollars,*
the grantee has executed an Installment Deed Note of even date herewith payable to the order of Clifford L. Maxwell, payable on the ~~xxxxxxxx~~ 9th day of May, 1983, with interest only at the rate of twelve (12%) percent per annum payable in twenty-four (24) consecutive monthly installments of Two Hundred Seventy and 00/100 ($270.00) Dollars on the 9th day of each month,

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, Clifford L. Maxwell
have this day bargained and sold, and do hereby transfer and convey unto the said. Willie L. Beasley, a single woman,
the Grantees herein, their (s~~uccessors~~), heirs and assigns,
certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being a tract of land located in the 13th Civil District known as 3709 Hydes Ferry Pike, containing 4.13 acres, more or less, according to a survey made by Ray G. Cole, Registered Land Surveyor, License No. 924, dated April 7, 1981, and more particularly described as follows:

BEGINNING at a post in the southerly margin of Hydes Ferry Pike, said post being in a northeastern corner of said tract; thence South 40° 02' West, 326.64 feet to an iron pin; thence North 50° 39' West, 43.40 feet to an iron pin; thence South 39° 56' West, 211.52 feet to an iron pin; thence South 29° 34' East, 59.19 feet to an iron pin; thence South 40° 55' West, 187.99 feet to an iron pin, said iron pin being located in the northerly margin of Old Hydes Ferry Pike and being in the south-eastern corner of said lot; thence along said Old Hydes Ferry Pike, North 30° 45' West, 197.19 feet to an iron pin located in the northerly margin of Old Hydes Ferry Pike; thence North 29° 48' East, 195.16 feet to a point; thence North 51° 15' West, 55.40 feet to an iron pin; thence along a rock fence North 17° 26' West, 280.47 feet to a point; thence along a rock fence North 87° 58' East, 182.18 feet to an iron pin; thence North 16° 13' East, 88.25 feet to an iron pin, said iron pin being in the southerly margin of Hydes Ferry Pike; thence along said Hydes Ferry Pike South 72° 57' East, 78.50 feet to an iron pin; thence South 16° 14' West, 167.81 feet to a post; thence South 68° 08' East, 71.86 feet to an iron pin; thence South 65° 22' East, 53 feet to an iron pin; thence North 40° 34' East, 191.13 feet to an iron pin, said iron pin being in the southerly margin of Hydes Ferry Pike; thence along said Hydes Ferry Pike South 63° 07' East, 146.30 feet to the point of beginning, containing 4.13 acres, more or less.

Being property devised to Clifford L. Maxwell, as devisee under the Will of Mollie D. Walkup, deceased, of record in Will Book 107, Page 164, Probate Court, Davidson County, Tennessee

Ruby M. Maxwell, wife of the Grantor, joins in this conveyance for the purpose of releasing and conveying any interest in the above-described property which she might have by reason of the marital status.

This property is subject to an easement for transmission lines granted to TVA by instrument of record in Book 681, Page 757, Register's Office for Davidson County, Tennessee; an easement for gas lines granted to Tennessee Natural Gas Co., by instrument of record in Book 2498, Page 439, said Register's Office; a survey of Ray Cole dated April 7, 1981, which shows a drain location on the premises in question.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 36,000.00

Subscribed and sworn to before me, this the 9th day of

19 81

Affiant

My commission expires: 4-21-85

(Affix Seal)

Notary Public

This is improved (X) property, known as 3709 Hydes Ferry Pike, Nashville, Tennessee
(House Number) (Street) P.O. Address: (City or Town)

unimproved ( )

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees 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. execept as hereinabove stated and for 1981 taxes which are a lien but not yet due and payable and which the Grantee agrees to assume and pay.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, 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 installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto John A. Gupton, III, 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 $27,000 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, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, 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 ~~en~~ 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 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 9th *day of* June, *19* 81.

Clifford L. Maxwell
Clifford L. Maxwell

Ruby M. Maxwell
Ruby M. Maxwell

Willie L. Beasley
Willie L. Beasley

JUN 18 3 11 PM '81
RECEIVED FOR RECORD AND RECORDED IN OFFICIAL RECORDS OF DAVIDSON COUNTY, TENN.
KEITH MCCORD REGISTER
IDENTIFICATION REFERENCE

54693U

HSRd

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Annie G Smith, *a Notary Public in and for said County and State,* Clifford L. Maxwell and wife, Ruby M. Maxwell, and Willie L. Beasley

the within named 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* 9th *day of* June, *19* 81

ANNIE G. SMITH NOTARY PUBLIC DAVIDSON County, TENN.

Annie G Smith *Notary Public*

Commission expires 2-21-85

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

BOOK 5759 PAGE 38

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
			36000.00-	CO
			27000.00-	MO
			93.60	CO TX
			25.00	MO TX
			.50	PRFEE
			9.00	WDEED
			CHECK	128.10-
2063A06/18/81			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 4 6 9 3 0

IDENTIF. REFERENCE

JUN 18 '3 11 PM 81

FELIX Z. WILSON
DAVIDSON COUNTY

No. 828139