This instrument prepared by:
SCHULMAN, PRIDE & LE ROY
P. O. BOX 2707
NASHVILLE, TENN. 37219

BOOK 5772 PAGE 946

7883

Installment Deed

ADDRESS NEW OWNER (S)AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Dwight Holland, Trustee	Same	Map 81-6
(NAME):	(NAME):	Par. 310
(STREET ADDRESS OR ROUTE NUMBER): RT 1 Porter Hurt	(STREET ADDRESS): Hermitage TN 37076	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Fourteen Thousand Five Hundred and 00/100 ($14,500.00) ---------- *Dollars,*
of which Seven Thousand Two Hundred Fifty and 00/100 ($7,250.00) ---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder Seven Thousand Two Hundred Fifty and 00/100 ($7,250.00) Dollars the grantee has executed an Installment Deed Note of even date, Said Note provides for the payment of Seven Thousand Two Hundred Fifty and 00/100 ($7,250.00) Dollars in one hundred eighty (180) monthly installments as follows, namely: on the 22nd day of July, 1981, the sum of Seventy-Three and 54/100 ($73.54) Dollars, and thereafter a like amount on the 22nd day of each succeeding month thereafter and the remaining balance of said principal sum on the 22nd day of June, 1996. Said payments to be applied first to payment of interest at the rate of nine (9%) percent per annum on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum until the entire amount, both principal and interest, has been paid in full,

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, Carrie Amos Harrison and Franceola Clark, a widow,

have this day bargained and sold, and do hereby transfer and convey unto the said. Dwight Holland, Trustee,

the Grantees herein, their (successors), heirs and assigns,

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

Land in Davidson County, Tennessee, being the southerly 50 feet of the northerly 100 feet of Lots Nos. 1 and 2 on the Plan of A. C. Dudley's Subdivision of the McDaniel Tract, as of record in Book 161, Page 10, Register's Office for said County.

Said part of Lots Nos. 1 and 2 fronts 50 feet on the easterly side of 23rd Avenue North, formerly Bosley Street, and runs back between parallel lines, parallel with and 50 feet south of the southerly margin of Simpkin Street, 100 feet to the westerly line of Lot No. 3.

BEING the same property conveyed to Carrie M. Spidell and mother, Franceola Clark, by Deed from Walter Buford Dowlen and wife, of record in Book 2904, Page 454, Register's Office for Davidson County, Tennessee. The said Carrie M. Spidell now being Carrie Amos Harrison.

James Harrison, husband of Carrie Amos Harrison, joins in this conveyance for the purpose of releasing and conveying any interest in the above-described property which he might have by reason of the marital status.

Attention is called to the fact that the Deed from C. R. Clark and wife, to W. E. Jenson and wife, of record in Book 754, Page 413, Register's Office for Davidson County, Tennessee, appears to encroach about five feet on the above premises. Also the Deed from C. R. Clark to W. W. Harris and wife, of record in Book 1085, Page 646, Register's Office for Davidson County, Tennessee, seems to encroach somewhat on the above premises. The Grantors assume no liability of matters arising by reason thereof.

Grantees herein shall within thirty (30) days of the last payment date for the real property taxes furnish a copy of the paid receipt for the prior year's taxes to the Grantors at such place as Grantors shall direct.

In the event Grantee desires to sell this property, the Installment Deed Note can be assumed by anyone and the interest will not escalate.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 14,500.00

Affiant

Subscribed and sworn to before me, this the 22nd day of June 19 81

Notary Public

My commission expires: July 18 1982
(Affix Seal)

unimproved ( )
This is improved (X) property, known as... 2112 2.3rd Avenue North, 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 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., except as hereinabove set forth 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 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 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 $ 7,250 *, 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 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 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 22nd *day of* June, *19* 81

Franceola Clark

By: Franceola Clark
Carrie Amos Harrison
Attorney-in-Fact by
Power of Attorney of
record in Book 5750,
Page 384, Register's
Office for Davidson County,
Tennessee

X Dwight Holland Trustee
Dwight Holland, Trustee

X
Carrie Amos Harrison (formerly
Carrie M. Spidell)

James Harrison
James Harrison

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, John W. Ewing, *a Notary Public in and for said County and State,* Dwight Holland, Trustee

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* 22nd *day of* June, *1981*

John W. Ewing
Notary Public

Commission expires July 15, 1982

JOHN W. EWING NOTARY PUBLIC

STATE OF TENNESSEE }

COUNTY OF DAVIDSON }

BOOK 5772 PAGE 949

Personally appeared before me, Louise S. Clemmons, *a Notary Public in and for said County and State,* Carrie Amos Harrison (formerly Carrie M. Spidell) and husband, James Harrison, *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* 22nd *day of* June, *19* 81

Louise S. Clemmons *Notary Public*

Commission expires Jan 15-1983

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

FILED
Jul 22 10 60 AM '83
FELIX Z. WILSON
REGISTER
DAVIDSON COUNTY, TENN.

IDENTIF. REFERENCE

G 51963

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 .....

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me Louise S. Clemmons, a Notary Public of the State and County aforesaid, personally appeared Carrie Amos Harrison, Attorney-in-Fact, to me known to be the person who executed the foregoing instrument in behalf of Franceola Clark, and acknowledged that she executed the same as the free act and deed of the said Franceola Clark.

Witness my hand and official seal at Nashville, Tennessee, this 22 day of June, 1981.

Louise S. Clemmons
Notary Public

My Commission Expires: Jan 15-1983

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM
CARRIE AMOS HARRISON and
FRANCEOLA CLARK

TO
DWIGHT HOLLAND, TRUSTEE

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37238

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR BOOK 5772 PAGE 950

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
			14500.00- CO	
			7250.00- MO	
			37.70 CO TX	
			5.20 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	55.40-
7983	07/28/81		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 5.1.6 Y 3

IDENTIF. REFERENCE

JUL 22 10 10 AM '81

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 833842