[redacted] prepared by:
Joseph B. Pitt, Jr., Attorney
First American Center
Nashville, Tennessee 37238

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8558

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Mary Jo Dison	SAME	91-9-52
(NAME:)	(NAME:)	
6211 Robertson		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37209		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Thirty Six Thousand and no/100---------- ----------($36,000.00)---------- Dollars, of which Ten Thousand and no/100---------- ----------($10,000.00)---------- Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Twenty Six Thousand and no/100---------- ----------($26,000.00)---------- Dollars,

Mary Jo Dison has executed her promissory note of even date herewith in the principal amount of $26,000.00, payable to the order of Oscar H. Mason and wife, Dorothy Mason as follows: 36 monthly installments, 35 of which are in the amount of $269.44, which amount includes principal and interest at the rate of 12% per annum amortized on a 30 year schedule; and one final and 36th installment in the amount of the unpaid principal balance due on the date of said 36th installment, the first of said monthly installments falling due August 23, 1981 and said final installment falling due July 23, 1984; provided however that if the prevailing conventional or FHA loan interest rate decreases to 12% within said three year period, said indebtedness will automatically become due 45 days from the date noteholder *

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, Oscar H. Mason and wife, Dorothy Mason

have this day bargained and sold, and do hereby transfer and convey unto the said Mary Jo Dison

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

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

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Nall Heights, as of record in Book 5190, page 548, Register's Office for said County.

Said Lot No. 1 fronts 119.87 feet on the south side of Robertson Avenue and extends back 119.72 feet on the west line and 119.77 feet on the east lines, which is the west margin of Nall Avenue, to a dead line measuring 119.87 feet thereon.

Being part of the property conveyed to Oscar H. Mason and wife, Dorothy Mason by deed from James E. Dixon and wife, Evelyn Dixon, of record in Book 5666, page 559, Register's Office for said County.

This conveyance is subject to the plan of record in Book 5190, page 548, Register's Office for said County, which shows an Owner's Certificate, 37.5 foot building set-back line from Nall Avenue, 20-foot building set-back line from Robertson Avenue, a 10-foot easement for public utilities and drainage, and 17.5 easement for street widening and public utilities and an 8" water line along the east line.

* advises borrower by written notice that said rate is prevalent and can provide borrower with proof of same; and providing that the borrower shall pay to the note holder a late charge of 4% of any monthly installment not received by the note holder within 10 days after the installment is due.

I, Gerald Dison, husband of Mary Jo Dison, do hereby join in the execution of this instrument in order to convey any marital rights I have in the property.

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 23rd day of July 19 81

Mary Jo Dison
Affiant

My commission expires: 4/3/84 (Affix Seal)

Notary Public

unimproved ( )
This is improved (X) property, known as 6211 Robertson 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 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 for 1981 taxes which are prorated and to be paid by sellers.

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 Joseph B. Pitt, Jr., 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 $ .....

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 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.

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.

Witness our hands this 23rd *day of* July, *19* 81, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Oscar H. Mason

Mary Jo Dison

Dorothy Mason

Gerald Dison

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary Ensley, *a Notary Public in and for said County and State,* Oscar H. Mason and wife, Dorothy Mason and Mary Jo Dison

*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* 23rd *day of* July, *19* 81

Commission expires 4/8/84

Mary Ensley, *Notary Public*

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Gerald Dison, *a Notary Public in and for said County and State,*

the within named bargainor, with whom I am personally acquainted, and who acknowledged that* he *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 23 *day of* July, *19* 81

Commission expires Jan. 20 1985

Susan L. Lynch, *Notary Public*

PLEASE RETURN TO
CHICAGO TITLE INS. CO.
FIRST AMERICAN CENTER
NASHVILLE, TENN. 37238

239769

INSTALLMENT DEE

FROM
Oscar H. Mason and wife,
Dorothy Mason

TO
Mary Jo Dison

352133

RECEIVED FOR RECORD
JUL 24 1 54 PM '81
DAVIDSON COUNTY, TENN.

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 _____

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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	
			36000.00- MO	
			93.60 CO TX	
			24.00 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK 124.10-	
852EA07/24/81			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

3521 33

IDENTIF. REFERENCE

JUL 24 1 54 PM '81

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

No. 834366