865M 7/31 10.90- CHECK

INSTALLMENT DEED

For and in Consideration of the sum of Fourteen Thousand One-----($14,001.00)---------- Dollars,

of which One------($1.00)---------- Dollars,

has been paid in cash by Kenneth E. Allen and Frances Allen

the receipt of which is hereby acknowledged, and for the remainder of

Fourteen Thousand----($14,000.00)---------- Dollars,

the said Kenneth E. Allen and Frances Allen have executed their one promissory note of even date herewith in the principal sum of $14,000.00, bearing interest at the rate of 14½% per annum, payable to the order of Edith A. Carney in the sum of $179.20 monthly, including principal and interest, plus a sum equal to 1/12th of the annual insurance premium and 1/12th of the annual realty taxes assessed on said property, commencing August 10, 1981 and continuing in a like sum on the 10th day of each succeeding month until fully paid, both principal and interest. Payments when made will be applied first to interest due, balance to principal. A late charge in the sum of 5% will be charged and paid on any monthly installments not received before 5 days after due date.

This conveyance is made subject to a 1st mortgage lien of record in Book 5579, page 329, Register's Office for Davidson County, Tennessee, which is not assumed by buyers and which sellers agree to pay in accordance with the terms thereof. Said encumberance is encompassed by and embraced with the Vendors Lien herein created and should sellers fail to pay same as required buyers may pay same and deduct any sums paid from payment due on this Vendors Lien.

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, James A. Carney and wife, Edith A. Carney

have this day bargained and sold, and do hereby transfer and convey unto the said Kenneth E. Allen and wife, Frances Allen heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the easterly part of Lot No. 415 on the Plan of Edgefield Land Company's Fourth Addition to East Nashville, as of record in Book 57, Page 153, and part of a strip marked "Reserved" east of said lot on the Plan of Shelby Village No. Two, as of record in Book 1835 Page 48, Register's Office for said County, described together as follows:

BEGINNING at a point in the line between Lots Nos. 414 and 415, said point being 150 feet east of the easterly margin of South 14th Street, being the northeast corner of the property conveyed to Charles W. Minton and wife, by deed from Claude Edwards and wife, of record in Book 1629, page 553, said Register's Office; thence with the line between said two lots and continuing in an easterly direction 123.3 feet, more or less, to the westerly margin of Village Court; thence with same southwardly 50 feet; thence westwardly 123.5 feet, more or less, to a point 150 feet east of the easterly margin of South 14th Street, being Minton's southeast corner; thence northwardly and parallel with the easterly margin of said street and Minton's easterly line 50 feet to the beginning.

BEING the same property conveyed to James A. Carney and wife, Edith A. Carney, by deed from Joseph H. Mangum and Charles E Binkley, as of record in Book 5579, page 326, Register's Office for Davidson County, Tennessee.

05-3112

IDENTIF. REFERENCE

Jul 31 9 53 AM '81

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

PUSH

This is unimproved ( ) improved (X) property, known as 602 (House Number) Village Court (Street) Nashville, Tenn. 37206 P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Kenneth E. Allen and Frances Allen 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.

We further covenant and bind ourselves and our heirs and representatives, to warrant and forever defend the title to said real estate to said Kenneth E. Allen and Frances Allen 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, _____, the said Kenneth E. Allen and Frances Allen

do hereby transfer and convey unto Jesse Jackson, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

We, the said Kenneth E. Allen and Frances Allen do hereby 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 at least the sum of $ Ins. Int. until the notes herein secured are 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 and holder of said notes, as his interst may appear.

We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if we, the said Kenneth E. Allen and Frances Allen shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; if we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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. We agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 notes 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 Kenneth E. Allen and Frances Allen 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 Jesse Jackson, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said James A. Carney, Edith A. Carney, and Kenneth E. Allen and Frances Allen hereunto set our hands at Nashville, Tennessee, this the 31 day of July 19 81

James A. Carney

Edith A. Carney

Kenneth E. Allen

Frances Allen

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named James A. Carney, Edith A. Carney, Kenneth E. Allen and Frances Allen

the 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 31 day of July, 1981

My Commission Expires Jan. 22, 1984
Commission Expires

John Adams, Notary Public.

STATE OF

County.

Personally appeared before me, , a Notary Public in and for said County and State, the within named

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

Witness my hand and official seal at this

day of , 19

, Notary Public.

Commission Expires

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BOOK 5776 PAGE 851

Before me, , a Notary Public of the State and

County aforesaid, personally appeared ,

with whom I 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 .

(over for additional acknowledgements)

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 14,001.00 Kenneth E. Allen
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 31st DAY OF July 1981.
E. Burstein
Deputy Register

INSTALLMENT DEED

FROM
James A. Carney et ux

TO
Kenneth E. Allen et ux

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Kenneth E. Allen et ux (NAME)	L. A. Newman & Co., Inc . (NAME)	Map 94-1
602 Village Court (STREET ADDRESS OR ROUTE NUMBER)	107 3rd Ave N. (STREET ADDRESS)	Par 279
Nashville, Tenn. 37206 (CITY) (STATE) (P. O. ZIP)	Nashville Tn 37201 (CITY) (STATE) (ZIP)	23W 12437

THIS INSTRUMENT WAS PREPARED BY

This Instrument Prepared By:
James A. Carney, Attorney
529 Stahlman Building
Nashville, Tenn. 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 14,001.00 Kenneth E. Allen
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE
_____ DAY OF July 1981.

Notary Public

MY COMMISSION EXPIRES:

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5776 PAGE 852

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
			14001.00- CO	
			14000.00- MO	
			36.40 CO TX	
			12.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	60.90-
9654	A	07/31/81	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 5. 3. 1. 1. 2

IDENTIF. REFERENCE

JUL 31 9 59 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 835489