THIS INSTRUMENT PREPARED BY

ROLLIE L. WOODALL
Attorney at Law
213 THIRD AVENUE NORTH
NASHVILLE, TENN. 37201
(615) 254-0946

BOOK 5786 PAGE 480

Installment Deed

ADDRESS NEW OWNER (S)AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Gregory D. Lucas, et al	Same	83-3 124
(NAME:)	(NAME:)	
1426 Riverside Drive		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37206		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

4215
08/24 2011.30-
CHECK

FOR AND IN CONSIDERATION of the sum of fifty-eight thousand and no one-hundredths ($58,000.00) *Dollars,* *of which* fifteen thousand and no one-hundredths ($15,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* of forty-three thousand and no one-hundredths ($43,000.00) *Dollars,* Gregory D. Lucas and Carolyn Y. Shands *have executed*

their joint and several Installment Deed Note of even date herewith payable to the order of Jane W. Burke in three hundred and twelve (312) equal monthly payments of $450.19, including interest at the rate of twelve per cent (12%) per annum, to begin September 1, 1981,

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, I, Jane W. Burke, an unmarried person, *have this day bargained and sold, and do hereby transfer and convey unto the said.* Gregory D. Lucas and Carolyn Y. Shands *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being part of Lot No. 2 on the Map of the Subdivision of the Bradford & McClure Lands, being a Subdivision of Lots 61, 62, and part of 63 of Brownsville, as of record in Book 21, Page 9, Register's Office for said County, said Bradford and McClure Subdivision being unrecorded, and described according to a copy of a survey thereof made by James A. Hamilton, Jr., March 3, 1953, as follows:

Beginning at an iron pin in the center line of Riverside Drive; thence North 86° 30' West 283 feet to an iron pin in a fence line; thence North 11° 07' East 120 feet to an iron pin set 5 feet from the corner of the north side of lot; thence South 86° 30' East 360.45 feet to an iron pin in the center of Riverside Drive; thence with said Drive southwesterly along the center line 151.2 feet, to the point of beginning.

INCLUDED within the above description but EXCLUDED from this conveyance is the following property:

Beginning at an iron pin in the centerline of Riverside Drive, corner of Rickman lot as recorded in Book 664, Page 426, R.O.D.C. and the Burke lot as recorded in Book 2139, Page 253, thence North 86° 30' West 173 feet, 46' to a point, being in the northerly line of the said Burke lot and also the southerly line of said Rickman lot, thence South 81° 38' East 175.00' to a point in the centerline of Riverside Drive, thence northerly along a centerline 16.25' to the point of beginning--being a triangular piece of property containing approximately 1400 square feet, more or less.

There is also conveyed by this instrument the following property:

Beginning at an iron pin in the northerly line of the Burke lot 22' East of the Westerly Burke line as recorded in Book 2139, Page 253, asid pin being also the westerly marker of the Rickman lot, as recorded in Book 644, Page 426, R.O.D.C., thence North 11° 07' East 14 feet; thence South 81° 38' East 163.54 feet to a point in the common

line between the said Burke and Rickman property; thence North 86° 30' West 164.99 feet to the point of beginning, being a triangular piece of property, containing approximately 1,150 square feet, more or less.

BEING the same property conveyed to Jane W. Burke, by deed from Donald C. Burke and wife, Jane W. Burke, of record in Book 3804, Page 537, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 58,000.00

Subscribed and sworn to before me, this the 24 day of August, 19 81

Affiant Mrs Jane W. Burke

My commission expires: 29 July 1985 (Affix Seal)

Notary Public Rollie L. Woodall

E. L. WOODALL NOTARY PUBLIC LARGE STATE OF TENNESSEE

unimproved ( )

This is improved (X) property, known as 1426 Riverside Drive, Nashville, Tennessee 37206
(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 have been prorated and assumed by Grantees.

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 R. P. Ziegler..., *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 $58,000 *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 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 12 *percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.*

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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 24th *day of* August, *19* 81.

G56804

IDENTIF. REFERENCE

AUG 24 3 14 PM '81

FELIX Z. DEDMON II REGISTER
DAVIDSON COUNTY, TENN.

Jane W. Burke
JANE W. BURKE, an unmarried person

Gregory D. Lucas
GREGORY D. LUCAS

Carolyn Y. Shands
CAROLYN Y. SHANDS

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Rollie L. Woodall, *a Notary Public in and for said County and State,* Jane W. Burke, an unmarried person, and Gregory D. Lucas, and Carolyn Y. Shands,

*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* 24th *day of* August, *19* 81

ROLLIE L. WOODALL NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Rollie L. Woodall
Notary Public

Commission expires 29 July 1985

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
			58000.00-	CO
			43000.00-	MO
			150.80	CO TX
			41.00	MO TX
			.50	PRFEE
			9.00	WDEED
			CHECK	201.30-
4215A	08/24/81		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G56804

IDENTIF. REFERENCE

Aug 24 3 14 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 839852