PREPARED BY:
Joseph L. Lackey, Jr.
Attorney at Law
First American Center
Nashville, TN 37238

~~Mail to~~ Betty Clark
1443 12th Ave. So
Nashville, Tenn. 37203

Installment Deed

BOOK 5795 PAGE 299

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Alex B. Lane, et ux	Same	44-5 48
(NAME:)	(NAME:)	
311 Keaton Avenue		4D 38230
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Old Hickory, TN 37138		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of THIRTY-FIVE THOUSAND FOUR HUNDRED FIFTY and 00/100---
----------($35,450.00)---------- *Dollars,*
of which FIVE THOUSAND and 00/100----------
------($5,000.00)---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder THIRTY THOUSAND FOUR HUNDRED FIFTY and 00/100
----------($30,450.00)---------- *Dollars,*

ALEX B. LANE and wife, BARBARA L. LANE, *have executed*

an Installment Deed Note of even date payable to Betty Clark, Escrow Agent, in 24 monthly installments of $313.20 commencing on October 15, 1981, with the 25th payment due on or before October 15, 1983, in the amount of $30,204.29,

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, BETTY HORTON CLARK, DOLORES MARIE BIRDWELL, JAMES CHARLES HORTON, RAYMOND B. HORTON and GLORIA JEAN HARRINGTON, the sole heirs-at-law and next-of-kin of Vincenta Jennie Horton, deceased, *have this day bargained and sold, and do hereby transfer and convey unto the said* ALEX B. LANE and wife, BARBARA L. LANE,

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. 40 on the Plan of Scenic View Subdivision, not of record, and being in the 4th Civil District of said County and State, and described as follows:

Beginning at a point in the easterly margin of Keaton Avenue at the corner of Lots Nos. 39 and 40; thence with the line between said lots, northeasterly 144.2 feet to a point; thence southeasterly 97 feet to the corner of Lots Nos. 40 and 41; thence with the line between said lots southwesterly 145.3 feet to the margin of Keaton Avenue; thence with the margin of same, northwesterly 97 feet to the beginning.

Being the same property conveyed to Vincenta Jennie Horton, unmarried, by deed from Raymond B. Horton and wife, Suzane Horton, of record in Book 4544, page 486, Register's Office for Davidson County, Tennessee; the said Vincenta Jennie Horton having since died

G60148

IDENTIFICATION REFERENCE

SEP 16 12 49 PM '81

FEE $ 2.00 REGISTER DAVIDSON COUNTY, TENN.

RUSH

STATE OF TENNESSEE
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 35,450.00

Subscribed and sworn to before me, this the 15th day of September, 19 81

Affiant

My commission expires: 10/21/84 (Affix Seal)

Notary Public

This is unimproved ( ) improved (X) property, known as 311 Keaton Avenue, Old Hickory, TN 37138
(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, and 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, 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 Joseph L. Lackey, 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 $ 31,000.00

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.

unimproved ( )
This is improved ( ) property, known as ..... (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 ALEX B. LANE and wife, BARBARA L. LANE, 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.*

We *further covenant and bind* our *heirs and representatives, to warrant and forever defend the title to said real estate to said* ALEX B. LANE and wife, BARBARA L. LANE, 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 ALEX B. LANE and wife, BARBARA L. LANE, *hereinafter referred to as trustors, hereby transfer and convey unto* Joseph L. Lackey, 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 $31,000.00, *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.

BOOK 5795 PAGE 301

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 15th *day of* September, *19* 81.

Alex B. Lane
ALEX B. LANE

Barbara L. Lane
BARBARA L. LANE

Betty Horton Clark
BETTY HORTON CLARK

Dolores Marie Birdwell
DOLORES MARIE BIRDWELL

James C. Horton
JAMES CHARLES HORTON

Raymond B. Horton
RAYMOND B. HORTON

Gloria Jean Harrington
GLORIA JEAN HARRINGTON

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Dolores Marie Birdwell, James Charles Horton and Raymond B. Horton,

the within named bargainor, 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* 12 *day of* September, *19* 81.

Notary Public

Commission expires July 13, 1983

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* BETTY HORTON CLARK

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

Witness my hand and official seal at Nashville
this 10 *day of* September, *19*81

Margaret J Blake *Notary Public*

Commission expires 1-18-82

MARGARET J. BLAKE NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* Alex B. Lane and wife, Barbara L. Lane, *with whom I am personally acquainted, and who, upon oath, acknowledged* xxxxxxxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx *that* they xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxx, *executed the foregoing instrument for the purpose therein contained,* xxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx.

Witness my hand and seal, at office in Nashville,
this 15th *day of* September, *19*81.

Susan N. Costello *Notary Public*

Commission expires 10/21/84

COSTELLO NOTARY PUBLIC COUNTY

STATE OF TENNESSEE :
COUNTY OF ____________ :

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, JAMES CHARLES HORTON, 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 ____________, this ____ day of September, 1981.

____________ Notary Public

My Commission Expires: ____________

STATE OF TENNESSEE :
COUNTY OF ____________ :

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, RAYMOND B. HORTON, 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 ____________, this ____ day of September, 1981.

____________ Notary Public

My Commission Expires: ____________

STATE OF TENNESSEE :
COUNTY OF Davidson :

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, GLORIA JEAN HARRINGTON, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, this 10 day of September, 1981.

Margaret J Blake Notary Public

My Commission Expires: 1-18-82

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

RECEIVED OF _____ BOOK 5795 PAGE 303

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
			35450.00- CO	
			30450.00- MO	
			92.04 CO TX	
			28.40 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 132.94-	
			8347A09/16/81 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G60148

IDENTIF. REFERENCE T

SEP 16 12 49 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 843832