8488 09/17 312.40- CHECK

Installment Deed

BOOK 5795 PAGE 687

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO	MAP - PARCEL NUMBERS
KENNETH S. JARRETT, et al	Owner	41-4
1108 Browndale Court		97
Nashville, Tn. 37207		10D 35296

FOR AND IN CONSIDERATION of the sum of Ninety-nine Thousand and No/100 ($99,000.00)---------- Dollars, of which Forty-eight Thousand Five Hundred and No/100 ($48,500.00)---------- Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Fifty Thousand Five Hundred and No/100--($50,500.00)---------- Dollars, EDITH LORELLE MABRY, KENNETH S. JARRETT and wife, CONNIE L. JARRETT have executed their promissory note payable to John R. Claibourne, Sr. and wife, Ozzie Mae Claibourne, in 180 equal monthly installments in the amount of Five Hundred Ninety and 35/100 ($590.35) Dollars, including interest at the rate of 11-1/2% per annum and with the final payment being due on or before September 14, 1996.

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, JOHN R. CLAIBOURNE, SR. and wife, OZZIE MAE CLAIBOURNE have this day bargained and sold, and do hereby transfer and convey unto the said EDITH LORELLE MABRY, a widow, an undivided 37-1/2% interest and 62-1/2% undivided interest to KENNETH S. JARRETT and wife, CONNIE L. JARRETT, their (successors), heirs and assigns, certain real estate in DAVIDSON County, Tennessee as follows:

Land in the 11th Metropolitan Councilmanic District (formerly 10th Civil District) of Nashville, Davidson County, Tennessee.

Being Lot No. 156, Dalemere Subdivision, Section 7, as of record in Book 3700, page 123, Register's Office for said County, and being more particularly described as follows: Beginning at an iron pin in the westerly extremity of Browndale Court, being the common corner of Lots No. 155 & 156; thence North 89° 10' West 202.52 feet to an iron pin; thence North 20° 10' West 218 feet to an iron pin; thence South 88° 37' East 34.93 feet to a concrete monument and continuing in the same direction another 122.57 feet to an iron pin; thence South 40° 08' East 214.70 feet to the margin of Browndale Court; thence Southerly with the margin of Browndale Court 42.80 feet to the point of beginning.

Being the same property conveyed to John R. Claibourne, Sr. and wife, Ozzie Mae Claibourne by deed from John D. Brown and wife, Felicia C. Brown, and Oliver H. Dale and wife, Claudine M. Dale, of record in Book 4322, page 274, 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 $ 99,000.00

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

Affiant

My commission expires 10-17-82

Notary Public

(Affix Seal)

STATE OF TENN. * DAVIDSON COUNTY * NOTARY PUBLIC

unimproved ( )
This is improved (X) property, known as 1108 Browndale Court, Nashville, Tennessee 37207

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 unemcumbered.

We further convenant 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 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 EDITH LORELLE MABRY, KENNETH S. JARRETT and wife, CONNIE L. JARRETT hereinafter referred to as trustors, hereby transfer and convey unto DOUGLAS R. BERRY, 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 $ acv, 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.

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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 and 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 ..... 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.

Witness our hand, S, this 15th day of September 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.

John R. Claibourne Sr. — JOHN R. CLAIBOURNE, SR.

Kenneth S. Jarrett — KENNETH S. JARRETT

Ozzie Mae Claibourne — OZZIE MAE CLAIBOURNE

Connie L. Jarrett — CONNIE L. JARRETT

Edith Lorelle Mabry — EDITH LORELLE MABRY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, John R. Claibourne, Sr., Ozzie Mae Claibourne, Kenneth S. Jarrett, Connie L. Jarrett, and Edith Lorelle Mabry

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 Goodlettsville, Tennessee this 15th day of September, 1981.

Jane A. Burnett — Notary Public

Commission expires October 17, 1982

JANE A. BURNETT NOTARY PUBLIC DAVIDSON COUNTY

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 at .....Tennessee, this .....day of....., 19.....

..... Notary Public

Commission expires .....

INSTALLMENT DEED

FROM

TO

360280

IDENTIF. REFERENCE

SEP 17 9 13 AM '81

FELIX Z. HUDSON II REGISTER
DAVIDSON COUNTY, TENN.

THIS INSTRUMENT PREPARED BY

DOUGLAS R. BERRY
Attorney
907 TWO MILE PKY.
GOODLETTSVILLE, TN 37072

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

RECEIVED OF _____

FOR _____ BOOK 5795 PAGE 689

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
			99000.00- CO	
			50500.00- MO	
			257.40 CO TX	
			48.50 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	312.40-
			6488A09/17/81 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

660280

IDENTIF. REFERENCE

SEP 17 9 13 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 843966