ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
J.C. Nelms, et ux (NAME)	Same (NAME)	Map 91-16
3813 Lookout Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parc. 312
Nashville, TN 37209 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	BOOK 5799 PAGE 827

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of Twenty Two Thousand Five Hundred & no/100 ----------*Dollars,*

of which Six Thousand Seven Hundred Fifty and no/100 ----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Fifteen Thousand Seven Hundred Fifty & no/100 ---------- *Dollars,*

have executed

their joint promissory note payable to Mary Chilando, Trustee, for the Heirs of Eula May Tant, deceased, in the principal amount of $15,750.00 payable in monthly installments based upon amortization of 30 years at 12% per annum with the first payment in the amount of $162.01 being due and payable on the 15TH day of OCTOBER, 1981 and a like payment on the same day of each succeeding month thereafter for a total of 59 payments and on the 60th payment the entire remaining principal of $15,389.77 plus accrued interest shall be due and payable. Said payments include interest at the rate of 12% per annum and are to be applied first to interest and then to principal.

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, James A. Tant, Paul E. Tant, Andrew R. Tant, Joseph Donald Tant, Mary Chilando, Robert W. Tant, John L. Tant & JoamT. Frensley, by Power of Attorney

have this day bargained and sold, and do hereby transfer and convey unto the said J.C. Nelms and wife, Crystal S. Nelms

their *(successors), heirs and assigns,*

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

BEING Lot No. 7 of Block 15, on the Plan of Charlotte Park Company's Second Addition to Nashville, as of record in Book 57, page 160 and 161, Regiter's Office for said County.

Said Lot No. 7 fronts 50 feet on the southerly side of Park Avenue)previously shown as Polk Avenue), formerly First Avenue, and extends back between parallel lines, with the easterly margin of 40th Avenue North, formerly "C" Street, 150 feet to an alley.

Being the same property conveyed to Joseph W. Tant and wife, Eula May Tant, by deed from Henry P. Clare, an unmarried man, of record in Book 748, page 240, said Register's Office, the said Joseph W. Tant and Eula May Tant having since died and grantors herein being their sole surviving heirs at law.

The said JoamT. Frensley executes this instrument by and through her power of attorney issued to Mary Ellen Chilando, same being recorded in Book 5799, page 826, R.O.D.C., Tennessee, the said Joan T. Frensley at this time being of legal age, of sound mind and presently alive.

Linda S. Tant, wife of James A. Tant, Betty Jo Tant, wife of Paul E. Tant, Rose Tant, wife of Andrew R. Tant, Evelyn Tant, wife of Joseph Donald Tant and James Chilando, husband of Mary Chilando, join in this conveyance for the express purpose of conveying any and all right, title and interest they may have by virtue of being married to the said Grantors; John Tant and JoamT. Frensley being unmarried persons

BOOK 5799 PAGE 828

RUSH

SEP 29 2 59 PM '81

DAVIDSON COUNTY, TENN.
FEE, ETC. REGISTER

IDENTIFICATION REFERENCE

G61823

This instrument prepared by;

Harold E. Collins, Attorney
802-51st Avenue, North
Nashville, Tennessee 37209

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration for this transfer or value of property (whichever is greater) is $77,500 cc. This is equal to or greater than the property would bring at a fair and voluntary sale.

J. C. Nelms

Sworn to and subscribed before me this 28 day of Sept, 1981.

My Comm. Expires: 11-15-82 Notary Public Harold E Collins

unimproved ( )
This is improved (XX) property, known as 3913 Park Avenue, Nashville, Tennessee
(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 ..... *(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* ourselves and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* J.C. Nelms and wife, Crystal S. Nelms *(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 J.C. Nelms and wife, Crystal S. Nelms *hereinafter referred to as trustors, hereby transfer and convey unto* H.E. Collins, *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 ... 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

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 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 28 day of SEPTEMBER, 19 82.

J.C. Nelms
J.C. Nelms

James A. Tant
James A. Tant

Linda S. Tant
Linda S. Tant

Paul E. Tant
Paul E. Tant

Betty Jo Tant
Betty Jo Tant

Andrew R. Tant
Andrew R. Tant

Rose Tant
Rose Tant

John Tant
John Tant

Crystal S. Nelms
Crystal S. Nelms

Mary Chilando
Mary Chilando

James Chilando
James Chilando

Robert Tant
Robert Tant

Mary Louise Tant
Mary Louise Tant

Joseph Donald Tant
Joseph Donald Tant

Evelyn Tant
Evelyn Tant

Joann T. Frensley by Mary Ellen Chilando
Joann T. Frensley

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned *, a Notary Public in and for said County and State,* James A. Tant, Linda S. Tant, Paul E. Tant, Betty Jo Tant, Andrew R. Tant, Rose Tant, Mary Chilando, James Chilando, Robert Tant, Mary Louise Tant, Joseph Donald Tant, Evelyn Tant, John Tant and Joann T. Frensley, J.C. Nelms, & Crystal S. Nelms *the within named bargainors, 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* 28th *day of* SEPTEMBER, *19* 82.

Harold E Collins
Notary Public

Commission expires 4-18-82

NOTARIAL SEAL DAVIDSON COUNTY TENNESSEE

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5799 PAGE 830

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

2[illegible].00- CO
1575[illegible].00- MO
[illegible].50 CO TX
[illegible].70 MO TX
.50 PRFEE
9.00 MBEND
CHECK 81.70-
037A09/29/01 PM .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

661823

IDENTIFICATION REFERENCE

SEP 29 2 59 PM '00

REGISTER'S OFFICE
DAVIDSON COUNTY, TENN.

No. 845778