395 09/29 27.94- CHECK

BOOK 5799 PAGE 896

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM
Charles E. Evans and wife,
Jo H. Evans

TO
James S. Dunford and wife,
Belinda G. Dunford

For draftsman's use

Prepared by:
Paul G. Blankenship
Attorney at Law
3311 Gallatin Road
Nashville, Tennessee 37216

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James S. Dunford, et ux (NAME)	James S. Dunford (NAME)	Map 18-15
815 B Brooks Ave (STREET ADDRESS OR ROUTE NUMBER)	815 B. Brooks Ave (STREET ADDRESS)	Parcel 20
Madison Tenn 37115 (CITY) (STATE) (P. O. ZIP)	Madison, Tenn. 37115 (CITY) (STATE) (ZIP)	GO 14226

mail

G61845

(FOR REGISTER'S USE)

IDENTIFICATION REFERENCE

SEP 29 3 43 PM '81

REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 7,950.00 James S. Dunford
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 24th DAY OF Sept, 19 81

Paul G. Blankenship
Notary Public

MY COMMISSION EXPIRES: 7/24/84

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of $7,950.00
Seven Thousand Nine Hundred Fifty and 00/100 ($7,950.00 DOLLARS

of which $ 5,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed an Installment Deed Note of even date herewith in the principal sum of Two Thousand Nine Hundred Fifty and 00/100 (2,950.00) Dollars payable to Charles E. Evans and wife, Jo H. Evans in one (1) installment on or before the 30th day of April, 1982, said note bearing interest at the rate of 15% per annum until paid.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

We, Charles E. Evans and wife, Jo H. Evans

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

James S. Dunford and wife, Belinda G. Dunford

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, within the City Limits of Goodlettsville, Tennessee, being the northerly part of Lot No. 40 on the Revised Map of Moncrief's Subdivision of the North part of the Allen Mathes Land, not of record, and more particularly described according to a survey by Donald R. Carver, Registered Land Surveyor, dated May 7, 1978 as follows:

BEGINNING AT AN IRON PIN IN THE SOUTH LINE OF Moncrief Avenue, this point being 487.8 feet westerly of the center of Brick Church Pike in a curve with a radius of 819.02 feet; thence leaving the road S 21 degrees 13 minutes West for a distance of 381.50 feet to an iron pin in fence line; thence N 65 degrees 30 minutes West 98.50 feet to an iron pin in a fence line, the westerly line of this property; thence N 22 degrees 06 minutes East 343.57 feet to a point in the southerly margin of Moncrief Avenue in a curve iwth a radius of 819.02 feet; thence around said curve in a westerly direction a distance of 106.23 feet to the point of beginning, containing 36,975 square feet, more or less.

BEING the same property conveyed to Charles E. Evans and wife, Jo H. Evans by quitclaim deed from Charles M. Evans, of record in Book 5364, Page 740, Register's Office for Davidson County, Tennessee

This is unimproved (X) improved ( ) property, known as part of Parcel 17 on Map 18-15 Goodlettsville, Tn. 37202
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their 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, we, the said grantees herein do hereby transfer and convey unto JOHN T. BLANKENSHIP 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 grantees 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 $_____ 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 interest 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 grantees, 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; 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 part 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 24 day of Sept 19 81.

Charles E. Evans — James S. Dunford

Jo H. Evans — Belinda G Dunford

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, JIM KING, a Notary Public in and for said County and State, the within named Charles E. Evans and wife, Jo H. Evans

the 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 (Davidson County), Tennessee, this 24th day of Sept, 1981.

Jim King, Notary Public.

Commission expires 4-18-82

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, PAUL G BLANKENSHIP, a Notary Public in and for said County and State, the within named, JAMES S DUNFORD & BELINDA G DUNFORD the 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 24th day of September, 1981.

Paul G Blankenship, Notary Public.

My commission expires: 7/21/84

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

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RECEIVED OF _____

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
			7550.00- CO	
			2550.00- MO	
			20.54 CO TX	
			.90 MO TX	
			.50 PRFEE	
			6.00 MISC	
			CHECK	27.94-
			03954A09/29/81 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

661845

DEPUTY REGISTER

SEP 29 3 43 PM '81

No. 845800