BOOK 5807 PAGE 599

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM
Aline S. Elledge, Michael S. Bligh and Leslie C. Bligh, Jr.

TO
Richard L. Nelson and wife, Elizabeth A. Nelson

For draftsman's use
Prepared by:
Fred Elledge, Jr.
Attorney at Law
515 Stahlman Building
Nashville, TN 37201

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Richard L. Nelson & wife, Elizabeth A. Nelson (NAME)	Same (NAME)	117-12-59
1504 Woodmont Blvd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37215 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	16DA02885

(FOR REGISTER'S USE)

IDENTIFICATION REFERENCE
OCT 16 12 30 PM '81
FELIX Z. MILLER REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 60,000.00 Fred Elledge Jr.
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 16 DAY OF Oct., 19 81

Notary Public

MY COMMISSION EXPIRES: 1-15-82

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY

664168

FOR AND IN CONSIDERATION OF the sum of sixty thousand and no/100 ($60,000.00) DOLLARS

of which $ 20,000.00 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 a promissory note in the amount of forty thousand and no/100 dollars ($40,000.00), due two (2) years from the date thereof, with interest at fifteen (15%) percent per annum, said interest being payable annually and the privilege reserved of paying all or any part of said principal, with interest to date of payment, at anytime.

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, Aline S. Elledge, Michael S. Bligh and Leslie C. Bligh, Jr.,

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

Richard L. Nelson and wife, Elizabeth A. Nelson

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

Land in Davidson County, Tennessee, being Lot No. 3, of Block "A" on the Plan of Clairmont Subdivision, as of record in Book 974, page 8, Register's Office for said County.

Said Lot No. 3 fronts 75 feet on the northerly side of Woodmont Avenue and runs back between parallel lines 200 feet to a dead line.

Being the same property conveyed to Myrtle D. Smoot, Virginia S. Bligh and Aline S. Elledge by deed from James A. Whitaker and wife, Alma M. Whitaker, of record in Book 1281, page 619, Register's Office for Davidson County, Tennessee.

The above conveyance is subject to restrictive covenants of record in said Register's Office.

Said Myrtle D. Smoot being now deceased and having devised her interest in said property to the grantors hereunder, by Will of record in Will Book 133, page 583, Probate Clerk's Office for Davidson County, Tennessee; and Virginia S. Bligh having died intestate in said County, June 22, 1974, leaving Michael S. Bligh and Leslie C. Bligh, Jr., her only heirs and next of kin.

This is unimproved ( ) improved XX property, known as 1504 Woodmont Blvd., Nashville, TN, 37215
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

Fred Elledge, Jr., husband of Aline S. Elledge, and Jane Bligh, wife of Michael S. Bligh, join in the execution of this conveyance for the purpose of waiving any marital rights they may have in said property.

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.

BOOK 5807 PAGE 600

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 Fred Elledge, Jr. 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 $ 40,000.00 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 past 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 7th day of October, 19 81

Richard L. Nelson
RICHARD L. NELSON

Aline S. Elledge
ALINE S. ELLEDGE

Elizabeth A. Nelson
ELIZABETH A. NELSON

Michael S. Bligh
MICHAEL S. BLIGH

Jane Bligh
Leslie C. Bligh, Jr.
LESLIE C. BLIGH, JR.

Fred Elledge
Fred Elledge

STATE OF ~~TENNESSEE~~ FLORIDA
COUNTY OF ~~DAVIDSON~~ Brevard

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Leslie C. Bligh, Jr., an unmarried person, and one of the bargainors, 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 Satellite Bch. FL.

~~Tennessee~~ Florida, this 7 day of October, 1981.

Notary Public, State of Florida at Large
My Commission Expires Nov. 27, 1981
Bonded By American Fire & Casualty Company

Notary Public.

NOTARY PUBLIC STATE OF FLORIDA

STATE OF TENNESSEE
Davidson County

BOOK 5807 PAGE 601

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Michael S. Bligh, Aline S. Elledge, Fred Elledge, Jr., and Jane Bligh

the 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 13th day of October, 1981

Commission Expires 1-15-83 Notary Public

STATE OF TENNESSEE
DAVIDSON County.

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Richard L. Nelson and Elizabeth A. Nelson

the 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 this 16th day of October, 1981

Commission Expires 1-15-83 Notary Public

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

RECEIVED OF _____

FOR _____

BOOK 5807 PAGE 602

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			60000.00-	CO
			40000.00-	MO
			156.00	CO TX
			38.00	MO TX
			.50	PRFEE
			9.00	WDEED
			CHECK	203.50
3270A	10/16/81		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 6 4 1 1 6 8

IDENTIFICATION REFERENCE

OCT 16 12 30 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 848563