THIS INSTRUMENT PREPARED BY:
Raymond H. Darrow, Attorney
American Trust Building
Nashville, Tennessee

Installment Deed

BOOK 5810 PAGE 566

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James Osborne et ux.	Same	081-12-085
(NAME:) 1635 Arthur Avenue	(NAME:)	
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Five Thousand Six Hundred Fifty and no/100 ---
----------($5,650.00) ---------- *Dollars,*

of which Fifty and no/100 ----------($50.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Five Thousand Six Hundred and [illegible]
no/100 ----------($5,600.00) ---------- *Dollars,*

James Osborne and wife, Fannie Sue Osborne *have* executed their promissory note of even date herewith in the amount of $5,600.00 payable to the order of Dorothy Rutherford, Administratrix, and Leslie E. Smith, in 144 monthly installments of $54.65 each, which include both principal and interest at the rate of 6% per annum; the first installment falling due one month from date hereof, and the others on the same day of each month thereafter until paid in full,

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, Dorothy Rutherford, Administratrix of the estate of Alfred G. Rutherford, deceased, and Leslie E. Smith,

have this day bargained and sold, and do hereby transfer and convey unto the said James Osborne and wife, Fannie Sue Osborne, their

(successors), heirs and assigns,

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

Being the westerly 15 feet of Lot No. 373 and the easterly 18 feet of Lot No. 374 in McGavock, Wetmore and Others Addition to Nashville, called the Town of McGavock, plan of which is of record in Book 21, page 23, Register's Office for said County.

Said parts of said lots front together 33 feet on the southwesterly side of Arthur Avenue and run back between parallel lines 150 feet, more or less, to 11th Avenue, North.

Being the same property conveyed to Alfred G. Rutherford and Leslie E. Smith, by deed from Bonnie Elizabeth Fey and Albert Fey, of record in Book 3799, page 49, Register's Office for said County, the said Alfred G. Rutherford having since died.

THOMAS C. JONES NOTARY PUBLIC AT LARGE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 5,650.00

Affiant

Subscribed and sworn to before me, this the 16th day of September 1971

Notary Public

My commission expires: 5-11-1977

(Affix Seal)

4721 12/23 27.65 CHECK

BOOK 5810 PAGE 567

G 6 5 4 4 7

IDENTIFICATION REFERENCE

Oct 23 10 38 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

RUSH

This is unimproved ( ) improved (X) property, known as 1635 Arthur 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 James Osborne and wife, Fannie Sue Osborne, 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* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* James Osborne and wife, Fannie Sue Osborne, 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 James Osborne and wife, Fannie Sue Osborne, *hereinafter referred to as trustors, hereby transfer and convey unto* David C. Rutherford, *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 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.

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 hereby authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this 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 16th *day of* September, *19* 71.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Thomas C Jones, a Notary Public in and for said County and State, James Osborne and wife Fannie Sue Osborne, the bargainors, with whom I am Personally acauainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee this 8th day of June, 1981.

/ Thomas C Jones #

Notary Public My Commission expires: 4-21-85

Dorothy R. Rutherford
Dorothy Rutherford, Administratrix of the Estate of Alfred G. Rutherford, deceased.

Leslie E. Smith
Leslie E. Smith

James Osborne
James Osborne

Fannie Sue Osborne
Fannie Sue Osborne

THOMAS C. JONES NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Undersigned, *a Notary Public in and for said County and State,* Dorothy Rutherford, Administratrix of the estate of Alfred G. Rutherford, deceased, and Leslie E. Smith

*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 Nashville *Tennessee, this* 16 *day of* September, *19* 71.

Mary Elizabeth Smith *Notary Public*

Commission expires 2/1/75

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

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

RECEIVED OF _____

FOR _____ BOOK 5810 PAGE 569

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
			5650.00- CO	
			5600.00- MO	
			14.56 CO TX	
			3.60 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK	7.65-
			4721A13/23/81 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 6 5 4 4 7

IDENTIFICATION

OCT 23 10 38 AM '81

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

No. 849970