FILE BOX 4

BOOK 5820 PAGE 362

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

Susan Katharine Parman, an unmarried woman

TO

Joseph Spencer and wife, Doris Spencer

For draftsman's use

This instrument prepared by:
Foley & Weiss, Attorneys
1208 Fidelity Federal Building
Nashville, Tennessee 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Joseph Spencer (NAME)	"OWNER" (NAME)	103-4-203
4603 Nebraska Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	25W-05335
Nashville, Tennessee 37209 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIFICATION REFERENCE

Nov 18 11 03 AM '81

REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 51,500.00 Joseph Franklin Spencer
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 18th DAY OF November, 1981.

Notary Public

MY COMMISSION EXPIRES: 4/22/84

(AFFIX SEAL)

NOTARY PUBLIC STATE OF TENNESSEE LARGE

FOR AND IN CONSIDERATION OF the sum of FIFTY ONE THOUSAND FIVE HUNDRED and No/100 ($51,500.00) DOLLARS

of which $ 12,500.00 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 their joint promissory note of even date payable to the order of the Grantor herein in 59 monthly installments of $429.43 each, including interest at the rate of 12% per annum, beginning December 18, 1981, with the final payment of both interest and unpaid principal balance, if not sooner paid, being due and payable on the 18th day of November, 1986. Payments to be credited first to the payment of interest on the unpaid principal balance as shall from time to time remain unpaid, remainder to principal.

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,

Susan Katharine Parman, an unmarried woman

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

Joseph Spencer and wife, Doris Spencer

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

Being 35 feet of the western part of Lot No. 1, all of Lot No. 2 and 15 feet of the eastern part of Lot No. 3 of Block 18 of Sylvan Park Plan, West Nashville, which Plan is of record in Book 332, page 104, of the Register's Office of Davidson County, Tennessee.

Said Lot and parts of Lots adjoin and front 100 feet on the south side of Nebraska Avenue (formerly Eighth Avenue) and extend back southwardly between parallel lines and with the west margin of 46th Avenue, North (formerly Fifth Street), 160 feet to an alley 20 feet wide as indicated on said Plan.

Being the same property conveyed to Susan Katharine Parman by deed from Frances Christine Parman Fly, Lena (Leana) Mildred Parman Sugg and James Elijiah Parman, Jr., of record in Book 3768, page 404, re-recorded in Book 3805, page 732, Register's Office for Davidson County, Tennessee.

This instrument is being executed by Mildred Parman Sugg, Attorney in Fact for Susan Katharine Parman, pursuant to a Power of Attorney of record in Book 5388, page 873, said Register's Office.

This is unimproved ( ) improved (X) property, known as 4603 Nebraska Avenue (House Number) (Street) Nashville, Tennessee 37209 P. O. Address: (City or Town) (Postal Zone)

668684

8039 11/18 17.40 CHECK

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 Peter Weiss 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 $ 39,000.00 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:

BOOK 5820 PAGE 363

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 18th day of November 19 81.

Susan Katharine Parman
By: Mildred Parman Sugg
Mildred Parman Sugg, Attorney-in-fact

Joseph Franklin Spencer
Joseph Spencer
Doris Spencer
Doris Spencer

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Joseph Spencer and wife, Doris Spencer 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 18th day of November, 1981.

NOTARY PUBLIC AT LARGE STATE OF ILLINOIS

Notary Public.

Commission expires 4/22/84

State of Tennessee
County of Davidson

On this 18th day of November, 1981, before me personally appeared Mildred Parman Sugg, to me known to be the person who executed the foregoing instrument in behalf of Susan Katharine Parman and acknowledged that she executed the same as the free act and deed of said Susan Katharine Parman.

Witness my hand and official seal at office at Nashville, Tennessee on this 18th day of November, 1981.

My Commission Expires: 4/22/84

Notary Public

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

BOOK 5820 PAGE 364

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
			51500.00-	CO
			39000.00-	MO
			133.90	CO TX
			37.00	MO TX
			.50	PRFEE
			6.00	WDEED
			CHECK	177.40
			8839A11/18/81 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 6 8 6 8 4

IDENTIF. REFERENCE

Nov 18 11 04 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 853917