BOOK 5829 PAGE 484

INSTALLMENT DEED

Reginald Joe Phillips etux Minnie Hatfield Phillips to Alan D. Mazer etux Frances R. Mazer	This instrument prepared by: Lawyer's Escrow Service, Inc. 1161 Murfreesboro Road, Suite 248 Nashville, Tenn. 37217
Address New Owner: Alan D. Mazer 3600 Woodmont Lane Nashville, Tenn. 37215	Send Tax Bills to: SAME Map 116-8 Parcel 119 Field Book 7DA 34655

For Register's Use

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is ~~$60,000.00~~ $23,000.00

Affiant

Sworn to and subscribed before me this 9th day of December, 1981.

NOTARY PUBLIC

Commission expires: 11-9-83

G71665

IDENTIF. T REFERENCE

DEC 10 12 46 PM '81

FELIX Z. MANSON II REGISTER DAVIDSON COUNTY, TENN.

12/10 203.50- CHECK

2586

FOR AND IN CONSIDERATION of the sum of Sixty Thousand and no/100 ($60,000.00) Dollars, of which Twenty Three Thousand and no/100 ($23,000.00) Dollars has been paid in cash by the Grantees hereinafter named, the receipt of which is hereby acknowledged and for the remainder said Grantees have executed one (1) promisory note of even date herewith, in the principal amount of Thirty Seven Thousand and no/100 ($37,000.00) Dollars payable in accordance with the terms and conditions set forth therein, Reginald Joe Phillips etux Minnie Hatfield Phillips, hereinafter called the Grantors, have this day bargained and sold and do hereby transfer and convey unto Alan D. Mazer etux Frances R. Mazer, hereinafter called Grantees, their heirs, and assigns, certain real estate situated in Davidson County, Tennessee, described as follows:

DESCRIPTION

BEING Lot No. 12 of Block "C" on the map of Woodmont Lane Homesites, as of record in Book 1130, page 13, Register's Office for Davidson County, Tennessee.

Said Lot is triangular in shape and measures 225 feet on the northeasterly side of Woodmont Lane as measured around a slight curve, and runs back between lines, 161 feet on the north line and 173.8 feet on the east line to a point in the rear.

Being the same property conveyed to Reginald Joe Phillips and wife, Minnie Hatfield Phillips by deed from Rusaell A. Scruggs, Sr., and wife, Zola M. Scruggs of record in Book 3075, page 586, Register's Office for Davidson County, Tennessee.

A lien is expressly retained on the land herein conveyed for the purpose of securing the payment of the aforementioned note including any extensions, modifications, or renewals thereof, together with principal, interest, attorney's fees and the costs of collection.

This is improved property known as: 3600 Woodmont Lane, Nashville, Tennessee, 37215.

In the event the Grantees seek to transfer part or all of their interest in the property hereinabove described without tendering the balance of the entire indebtedness then owed, the Grantors will have the option to either approve or disapprove an assumption of the debt by the new Grantees and if such a sale or transfer occurs without Grantors' prior written consent, excluding (a) the creation by Grantees of a lien or encumbrance subordinate to this installment deed, (b) the creation of a purchase money security interest on household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three year or less not containing an option to purchase, then Grantors may at their option declare all of the sums secured by this installment deed to be immediately due and payable and may exercise such remedies as are granted in this instrument upon default. In the event Grantors approve of an assumption of this debt in writing, the Grantors may reset the interest rate set forth in the note secured by this installment deed; however, in no event shall the interest rate exceed the legal rate of interest then prevailing.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees and their assigns forever. Grantors covenant that they are lawfully seized and possessed of said real estate in fee simple, have a good and lawful right to convey it, and that the same is unencumbered except for 1981 taxes which have been prorated and subject to any applicable recorded easements and restrictions of record in the Register's Office.

Grantors further covenant and bind themselves and their successors and assigns, 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 note, and rendering unneccessary court proceedings for the enforcement of said lien in the event of the non-payment of said note, as it matures, as hereinafter provided, and for the consideration of One Dollar ($1.00), to us in hand paid, the said Grantees herein, do hereby transfer and convey unto Alfred T. Adams, 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. The 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 an amount equal to the full replacement cost of the improvement (trailer or house) located on the aforesaid lot as well as naming Grantors as loss payee and additional insured thereon until the note herein secured is fully paid. Grantees further agree that proof of such insurance shall be furnished annually on or before December 1st and that such policy shall provide that the company will not cancel coverage without first giving adequate notice of such cancellation to Grantors. Grantees 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 on or before March 1st of each year with the proof of payment being furnished to Grantors; and in case Grantees fail to do so, then the said Trustee, or the lawful owner and holder of said notes, 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 at 10% per annum from the date of such payment. Grantors shall have the right to inspect the premises at reasonable times giving written notice to Grantees.

Now, if the said Grantees shall pay the note aforesaid when due, according to its 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 Grantees fail to pay the said note or part thereof, promptly at maturity or if Grantees fail to pay the taxes, keep up repairs or keep said premises insured as herein provided; or if Grantees fail to reimburse the Trustee or lawful owner and holder of said note for all sums, with interest, so expended by said Trustee, or the lawful owner or holder of said note, within thirty (30)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 note without notice, the remaining indebtedness hereby secured shall immediately become due and payable, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days notice by three (3) publications in any newspaper, daily or weekly, circulated 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 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. Grantees agree that the Trustee, may at any time, after default in the payment of said note, enter and take possession of said property, and shall only account for the net rents actually received by him. Grantees 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 a sale hereunder, the proceeds will be applied by the Trustee as follows:

First, 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 instituting or defending any litigation which may arise on account of the execution of this conveyance and the enforcement of said lien; also the expenses of any such litigation.

Second, to the payment of all taxes which may be unpaid on said premises.

Third, to the payment of the unpaid note herein secured, and any and all sums expended in the protection of said property, as herein authorized.

Fourth, the residue, if any, will be paid to the Grantees herein, or their 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 trust may be required, the lawful owner and holder of said lien 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 this trusteeship.

IN WITNESS WHEREOF, we, the said Grantors and Grantees have hereunto set our hands this the 9th day of December, 1981.

Alan D. Mazer

Reginald Joe Phillips

Frances R. Mazer

Minnie Hatfield Phillips

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 Alan D. Mazer and wife, Frances R. Mazer, 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 9th day of December, 1981.

NOTARY PUBLIC

My Commission Expires:

11-9-83

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Reginald Joe Phillips and wife, Minnie Hatfield Phillips, 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 9th day of December, 1981.

NOTARY PUBLIC

My Commission Expires:

11-9-82

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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
			60000.00-	CO
			37000.00-	MO
			156.00	CO TX
			35.00	MO TX
			.50	PRFEE
			12.00	WDEED
			CHECK	203.50-
2586A	12/10/81		BAL-	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 71665

IDENTIF. REFERENCE

DEC 10 12 47 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 857530