This instrument prepared by Clark Gower

FORM 1008 **INSTALLMENT DEED**

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Paul W. Chance	Paul W. Chance	60-12
(NAME:) 207 Capitol View Drive	(NAME:) 207 Capitol View Drive	94
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS) Nashville, Tennessee	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION OF the sum of ten thousand and five hundred dollars ($10,500) DOLLARS

of which $ 1.00 (One) 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 this day executed, signed and delivered their promissory note in the amount of ten thousand and five hundred dollars ($10,500) to be paid in seventy two monthly installments of ($194.53) one hundred ninety four and fifty three cents. The first installment due on or before January 1, 1980 and one on or before the 1st day of each month until all have been paid. If one payment becomes due and unpaid all remaining payments become due and unpaid. If each payment is not paid when due there will be a five dollar ($5.00) late fee. This late fee continues each payment for the life of this contract. Payment will be considered late after the 10th of the month.

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,

John W. Alley

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

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

Land in Davidson County, Tennessee, being Lot No. 98 and the northerly or rear part of Lot No. 99 on the Map of Capital View Subdivision, of record in Book 974, pages 52 and 53, Register's Office for said County, and being more particularly described in a deed of record from H. Bennet Lawrence and wife, to Robert Ray Gardner, and wife, Ada Mai Gardner, Book 4648, page 82, Register's Office of Davidson County, Tennessee.

Being the same property conveyed to John W. Alley as of record described in deed F06841, dated December 27, 1978 said register's office.

IDENTIF. REFERENCE

FEB 25 1 52 PM '80

FELIX Z. [illegible] II REGISTER DAVIDSON COUNTY, TENN.

HSNB

G 8 1 0 1 7

This is unimproved ( ) improved (X) property, known as 207 Capitol View Drive (House Number) (Street) Nashville, Tennessee (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 _____ 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 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:

02/25 42.30- CASH

4230

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 21st day of December 1979.

Paul W. Chance

John W. Alley

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 20500.00
Paul W. Chance
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 25th DAY OF Feb 1980
E Burkeen
Deputy Register

Sworn to and subscribed before me this 26th day of Feb. 1980
Clerk Gorrell
Notary Public
MY COMMISSION EXPIRES JANUARY 15, 1983

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, James J. Sanders, III, a Notary Public in and for said County and State, the within named Paul W. Chance, the bargainor, 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 Nashville this 21st day of December 1979

Commission Expires _____ James J. Sanders, III Notary Public

STATE OF Tennessee
Davidson County

Before me, Clerk Gorrell a Notary Public within for the State and County aforesaid, personally appeared John W. Alley with whom I am personally acquainted and who upon this oath acknowledged himself to be the owner and _____ respectively of the _____ the within named bargainor, a corporation, and that he as such _____ being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said _____ and attesting the same by the said _____ such _____

WITNESS my hand and official seal at office at _____ on this the 26th day of February 1980

Clerk Gorrell
Notary Public

My commission expires MY COMMISSION EXPIRES JANUARY 15, 1983

INSTALLMENT DEED

FROM John W. Alley

TO Paul W. Chance

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

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
			10800.00- CO	
			10800.00- MO	
			27.30 CO TX	
			6.50 MO TX	
			.50 PRFEE	
			6.00 MDEED	
			CASH	42.30-
423UAU2/25/82			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 81017

IDENTIF. REFERENCE

FEB 25 1 52 PM '82

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 868692