3466 04/23/82 15 38 CHECK

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

Edith A. Carney

TO

Howard L. Young et ux

For draftsman's use

This Instrument Prepared By:
James A. Carney, Attorney
Stahlman Building
Nashville, Tennessee 37201

BOOK 5876 PAGE 538

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Howard L. Young et ux (NAME)	Lomas and Nettleton (NAME)	Map 72-12
P. O. Box 5826 (STREET ADDRESS OR ROUTE NUMBER)	3200 Pacific Avenue (STREET ADDRESS)	Par 228
Nashville Tenn 37208 (CITY) (STATE) (P. O. ZIP)	Virginia Beach, Virginia (CITY) (STATE) (ZIP)	15D 62520

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 34,000 — Howard L. Young
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 22 DAY OF April 1982.

M. L. Hamblet
Notary Public

MY COMMISSION EXPIRES: 4/22/84
(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

FOR AND IN CONSIDERATION OF the sum of _____ DOLLARS

of which $ _____ 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 assumed and agree to pay the balance due on a 1st Deed of Trust executed by Alvin Franklin Jones et ux to George I. Wilson, Trustee, securing United Mortgage Servicing Corp. (now Lomas & Nettleton) with a current balance principal sum of $9,500.00, as of record in Book 4361, Page 632, Register's Office for Davidson County, Tennessee, and buyers assume and agree to pay the balance due on a TVA-NES Home Insulation Loan with a current balance in the sum of $1,500.00. For the remaining balance grantees, Howard L. Young and wife, Robbie S. Young, have executed their one promissory note of even date herewith in the principal sum of $23,000.00, bearing interest at the rate of 12½% per annum, payable to the order of Edith A. Carney, payable in monthly installments of $250.00 per month, including both principal and interest commencing June 1, 1982, snd continuing in a like sum for a period of 59 monthly payments, after which the entire balance shall fall due on May 1, 1987. Payments when made will be applied first to interest due, balance to principal. A late charge in the sum of 5% will b charged & paid on any monthly payment due and not paid on or before 10 days after due date 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,

Edith A. Carney and James A. Carney, her husband

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

Howard L. Young and wife, Robbie S. Young

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

Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of Sherwood Subdivision as of record in Book 1424, Page 51, Register's Office for Davidson County, Tennessee.

Said Lot No. 2 fronts 75 feet on the easterly margin of Sherwood Lane and runs back 199.25 feet on the northerly line and 199.53 feet on the southerly line to a line in the rear measuring 75 feet thereon.

Being the same property conveyed to James A. Carney and wife, Edith A. Carney, by deed from Binkley and Close Real Estate and Construction Company by deed of record in Book 5727, Page 505, Register's Office for Davidson County, Tennessee, and being the same property conveyed to Edith A. Carney, to her sole and separate estate, by deed from James A. Carney, as of record in Book 5808, Page 247, Register's Office for Davidson County, Tennessee.

James A. Carney, the husband of Edith A. Carney joins in this deed to convey any statutory marital rights.

All sums of money being held in escrow by Lomas and Nettleton, and including any prepaid insurance coverage on the subject property now in force is herewith transferred to buyers without additional charge.

This is unimproved ( ) improved (X) property, known as 1311 (House Number) Sherwood Lane (Street) Nashville, Tennessee 37206 (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 Lance Gish 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 $ Ins. Int. 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 trustee 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 22 day of April 1982.

Edith A. Carney
Edith A. Carney

Howard L. Young
Howard L. Young

James A. Carney
James A. Carney

Robbie S. Young
Robbie S. Young

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named Howard L. Young, Robbie S. Young, Edith A. Carney and James A. Carney 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 22 day of April, 1982.

M. L. Landrum
Notary Public

Commission expires 4/22/84

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

RUSH

Before me, , a Notary Public of the State and County aforesaid, personally appeared , with whom I am personally acquainted, and who upon oath acknowledged self to be 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 self as .

IDENTIF. REFERENCE

Witness my hand and seal, at office in

APR 23 10 33 AM '82

this day of , 19

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

, Notary Public.

Commission expires .

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

RECEIVED OF _____

FOR _____

BOOK 5876 PAGE 540

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
			34000.00- CO 23000.00- MO 68.40 CO TX 21.00 MO TX .50 PRFEE 6.00 MDEED CHECK 116.90-	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G.8.83386

IDENTIF. REFERENCE

APR 23 10 33 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 877575