INSTALLMENT DEED

BOOK 5899 PAGE 844

For and in Consideration of the sum of FORTY-FIVE THOUSAND AND NO/100 ($45,000.00) Dollars,

of which SEVENTEEN THOUSAND AND NO/100 ($17,000.00) Dollars,

has been paid in cash by Raymond Dee Newman, Jr.,

the receipt of which is hereby acknowledged, and for the remainder TWENTY-EIGHT THOUSAND AND NO/100 ($28,000.00) Dollars,

the said Raymond Dee Newman, Jr. has executed his promissory note payable to Marshall L. Holt and wife, Jean B. Holt, in the original principal amount of $28,000.00 together with interest thereon at the rate of 12.5% per annum and due and payable in monthly installments of $409.85 beginning August 1, 1982, and due on the first day of each month thereafter until the entire indebtedness is fully paid. If not sooner paid the entire amount outstanding, including principal and accrued interest, shall be due and payable on June 1, 1992; said note*

In the event that the described property, or an interest therein, is sold or conveyed without the prior written consent of the holder of the note secured hereby, such holder shall be entitled to accelerate the debt and demand immediate payment of the entire obligation, principal and itnerest. The holder may require a change or changes in the terms of the obligation as a condition to giving such consent. For these purposes "an interest therein" is defined to include, but is not limited to any transaction whereby the contracting party is or will become entitled to possession of the secured property. Further, should the grantor cease to occupy the secured property* * providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained

on the land herein conveyed, Marshall L. Holt and wife, Jean B. Holt,

have this day bargained and sold, and do hereby transfer and convey unto the said Raymond Dee Newman, Jr., his heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: LAND in Davidson County, Tennessee, being the westerly 55 feet front of Lot 502 on the plan of Richland Realty Co.'s Division "C", of record in Book 421, page 31, Register's Office for said County and described as follows:

SAID property fronts 55 feet on the northerly margin of Westbrook Avenue and extends back between parallel lines 130 feet, more or less, on the easterly line and 185 feet, more or less, on the westerly line, to the southerly margin of Murphy Road, on which it measures 63 feet, more or less.

BEING the same property conveyed to E. A. Holt and wife, Lillian Gower Holt, by deed from Arthur Levi Tate, an unmarried man, of record in Book 1077, page 507, said Register's Office. The said E. A. Holt died on or about August 6, 1949. The said Lillian Gower Holt died on or about January 11, 1982. The only child born to the said Lillian Gower Holt is Marshall L. Holt.

**as the principal residence, such shall constitute a violation of this provision.

This is unimproved ( ) improved (XX) property, known as 3604 Westbrook Avenue, Nashville, Tennessee 37205
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantee, his 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 grantee, his 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 me in hand paid, I, the said grantee

do hereby transfer and convey unto WILKINS & ADAMS, ATTYS., a partnership, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said grantee 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 $ 28,000.00 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 interst may appear.

I 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 I 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 I, the said grantee 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 I 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; I 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 trust conveyance. I 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. I 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 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 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 grantee herein, his 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 WILKINS & ADAMS, ATTYS., a partnership, Trustee, shall be vested in said successor.

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 Marshall L. Holt and wife, Jean B. Holt, grantors, and Raymond Dee Newman, Jr., grantee, hereunto set our hands at Nashville, Tennessee, this the 16th day of June 1982.

Marshall L. Holt

Jean B. Holt

Raymond Dee Newman, Jr.

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Marshall L. Holt and Jean B. Holt,

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 16th day of June, 19 82

Commission Expires 1-22-84 , Notary Public

STATE OF TENNESSEE
DAVIDSON County.

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Raymond Dee Newman, Jr.,

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, Tennessee this 16th day of June, 19 82

Commission Expires 1-22-84 , Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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Before me, , a Notary Public of the State and County aforesaid, personally appeared , with whom I 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 .

Witness my hand and seal, at office in , this day of , 19 .

, Notary Public.

Commission expires .

(over for additional acknowledgements)

3361

INSTALLMENT DEED

FROM MARSHALL L. HOLT ET UX

TO RAYMOND DEE NEWMAN, JR.

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

G. 9 6 2 0 0

FERENCE

JUN 18 8 55 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

dp

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Raymond Dee Newman, Jr.	same	104-5
(NAME)	(NAME)	
3409 Belmont Boulevard		226
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37215		26W-45
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
WILKINS & ADAMS, ATTORNEYS
2033 Richard Jones Road
Nashville, Tennessee 37215

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 45,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 16th DAY OF June 19 82

Notary Public

MY COMMISSION EXPIRES: 1-22-84

(AFFIX SEAL)

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
			45000.00- CO	
			28000.00- MO	
			117.00 CO TX	
			26.00 MO TX	
			.50 PRFEE	
			12.00 TDEED	
			CHECK	155.50-
			336 A 06/18/82 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 9 6 2 0 0

REFERENCE

JUN 18 8 59 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 887078