OFFICIAL RECEIPT

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Thomas S. Weaver and wife, Mary Elizabeth C. Weaver	Same	Map #117-6
3424 Hampton Avenue (STREET ADDRESS OR ROUTE NUMBER)	(NAME)	Parcel #59
Nashville, Tennessee 37215 (CITY) (P. O. ZONE) (STATE)	(STREET ADDRESS) (CITY) (ZONE) (STATE)	

93 4

07/22 529.38- CHECK

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INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of One Hundred Forty-five Thousand Eight Hundred Ten and no/100 ($145,810.00)---------- DOLLARS of which $10.00 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 made, executed, and delivered to Grantor their joint and several promissory notes, in the amounts, and payable on the dates and bearing interest as follows: First, a promissory note in the principal sum of Ninety-seven thousand two hundred and no/100 ($97,200.00) Dollars payable on or before 1 November 1982, without interest; if paid after due date said note shall bear interest at 12% per annum until same shall be paid in full; and

Second, two promissory notes, each in the amount of Ten Thousand and no/100 ($10,000.00) Dollars payable to Grantor without interest on or before 31 December 1982; if paid after due date said note shall bear interest at 12% per annum until paid in full; and

Third, two promissory notes, each in the amount of Ten Thousand and no/100 ($10,000.00) Dollars payable to Grantor without interest on or before 31 December 1983; if paid after due date said note shall bear interest at 12% per annum until paid in full; and

Fourth, two promissory notes, each in the amount of Four Thousand Three Hundred and no/100 ($4,300.00) Dollars payable to Grantor without interest on or before 31 December 1984; if paid after due date said note shall bear interest at 12% per annum until paid in full 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.

The undersigned, Elizabeth Moore Weaver, surviving widow of Thomas S. Weaver, hereinafter called the Grantor has this day bargained and sold, and does hereby transfer and convey unto Thomas S. Weaver, Jr. and wife, Mary Elizabeth C. Weaver, herein called Grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee as follows:

Land in the 7th Civil District of Davidson County, Tennessee, being the easterly 7 feet of the northerly part of lot No. 11 and the westerly 120 feet of the northerly part of lot No. 12 on the plat of Hillsboro Heights, not of record, described according to a survey may by W.B. Southgate, Engineer, May ___ 1910, as follows:

Beginning on the northerly margin of Hampton Avenue, at a point 1380 feet west of the center line of 23rd Avenue South, said point being the southwest corner of the property conveyed to James D. Dorris by deed from Loiette Hampton Hume, et al., of record in book 1108, page 585, Register's Office for said County; then with the northerly margin of Hampton Avenue, westwardly 127 feet, thence northwardly and parallel with the line between lots Nos. 11 and 12, 345.7 feet, more or less, to the southerly line of lot No. 9; thence eastwardly, with the southerly line of lots Nos. 9 and 8, 127 feet to said Dorris' northwest corner; thence with the westerly line of said Dorris' property, southwardly 344.7 feet, more or less, to the beginning.

Being the same property conveyed to Ann Shaum Brown by deed from Ruth M. Roach and husband of record in book 1512, page 155, said Register's Office.

Being the same property conveyed by Ann Shaum Brown to Thomas S. Weaver and wife, Elizabeth Moore Weaver, of record in book 1943, page 563, R.O.D.C. Said Thomas S. Weaver died on 28 January 1978.

The property taxes for 1982 are prorated and assumed by Grantees.

This is improved (X) unimproved ( ) property known as 3424 Hampton Avenue, Nashville, Tennessee 37215 (House Number) (Street) (P. O. Address:) (City or Town) (Postal Zone)

Any claims of mechanics or furnishers liens are assumed by Grantees.

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 convenant 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 Morton B. Howell 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 $full insurable value 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:

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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 July 1982

Elizabeth Moore Weaver

Thomas S. Weaver, Jr.

Mary Elizabeth C. Weaver

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $145,810.00

Thomas S. Weaver Jr.
Affiant

Subscribed and sworn to before me, this the 21st day of July, 1982

My commission expires 7/16/84 (Affix Seal)

Mary Helen Maupin
Notary Public

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me Mary Helen Maupin, a Notary Public in and for said County and State, the within named Elizabeth Moore Weaver, Grantor, Thomas S. Weaver, Jr., and wife, Mary Elizabeth C. Weaver, 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 21st day of July, 1982

Commission Expires 7/16/84 Mary Helen Maupin, Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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 _____.

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

_____
Notary Public

Commission Expires _____

H 0082 IDENTIF. REFERENCE

Jul 22 2 11 PM '82

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

PAID

INSTALLMENT DEED

FROM
Elizabeth Moore Weaver

To
Thomas S. Weaver, Jr., and wife, Mary Elizabeth C. Weaver

THIS INSTRUMENT PREPARED BY:
Morton B. Howell, Attorney
Howell & Fisher
400 Court Square Building
Nashville, Tennessee 37201

Published by
Tennessee Title
Office of
Pioneer National Title Insurance Company
Suite 2114 — Parkway Towers
404 James Robertson Parkway
NASHVILLE, TENNESSEE 37219
Phone 259-2290

FORM NO. 1003-HESSEY 4-1-73

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
			145810.00- CO	
			145800.00- MO	
			379.08 CO TX	
			143.80 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK 529.38-	
			9314A07/22/82 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 0 0 8 2 1

IDENTIF. REFERENCE

JUL 22 2 14 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 892809