OFFICIAL RECEIPT

File 43

INSTALLMENT DEED

Albert R. Howell	)	This instrument prepared by:
	)	
	)	Alfred T. Adams, Jr.
	)	300 James Robertson Parkway
	)	Nashville, Tenn. 37201
	)	
	)	
	)	
	)	
Nashville Union Mission, Inc.	)	BOOK 5915 PAGE 976
	)	

Address New Owner:	Send Tax Bills to:
Nashville Union Mission, Inc. 904 Drummond Drive Nashville, Tennessee 37211	SAME 119-12 #135 6DA 33496

FOR AND IN CONSIDERATION of the sum of THIRTY SIX THOUSAND AND no/100 ($36,000.00) Dollars, of which TEN THOUSAND AND no/100 ($10,000.00) Dollars has been paid in cash by the Grantee hereinafter named, the receipt of which is hereby acknowledged and for the remainder said Grantee promises to pay to the order of the Grantor the principal sum of TWENTY SIX THOUSAND AND no/100 ($26,000.00) Dollars in monthly installments of THREE HUNDRED SEVENTY THREE AND 03/100 ($373.03) Dollars each, including principal and interest at the rate of Twelve (12%) per cent per annum, commencing on August 1, 1982, and continuing on the 1st day of each month thereafter for 120 months or until paid in full. A reasonable late charge may be assessed in addition to such monthly installment not received by the noteholder within 15 days of when it is due each month. A lien is expressly retained on the land herein conveyed for the purpose of securing the payment of the aforementioned note including principal, interest, attorneys fees and the costs of collection.

Albert R. Howell, hereinafter called the Grantor, has this day bargained and sold, and does hereby transfer and convey unto Nashville Union Mission, Inc., herein called Grantee, its heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 163 on the Plan of Battlewood, Section 2, of record in Book 1835, pages 95 and 96, said Register's Office.

Said Lot No. 163 fronts 100 feet on the easterly side of Drummond Drive and runs back between parallel lines 200 feet to the west right-of-way line of the N.C. & St. L. R. R. on which it measures 100 feet.

Being the same property conveyed to Albert Ray Howell, by deed from Hudson and Driver Construction Company of record in Book 3179, page 257, Register's Office for Davidson County, Tennessee, conveying the same to Albert Ray Howell and wife, Greta King Howell and by decree of the Probate Court of Davidson County, Tennessee recorded in Book 4388, page 696, vesting the interest of Greta King Howell in the said Albert Ray Howell.

Borrower may prepay the principal amount outstanding in whole or in part subject to the terms set forth in the note secured by this instrument.

In the event the Grantee seeks to transfer part or all of his interest in the property hereinabove described without tendering the balance of the entire indebtedness then owed, the Grantor will have the option to either approve or disapprove an assumption of the debt by the new Grantee and if such a sale or transfer occurs without Grantor's prior written consent, excluding (a) the creation

by Grantee of a lien or encumbrance subordinate to this installment deed, (b) the creation of a purchase money security interest on household appliances, (c) a trnasfer 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 Grantor may at his option delcare 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 Grantor approves of an assumption of this debt in writing, the 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.

This is improved property known as 904 Drummond Drive, Nashville, Tennessee, 37211.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, and his assigns forever. Grantor covenants that it is lawfully siezed and possessed of said real estate in fee simple, has a good and lawful right ot convey it, and that the same is unencumbered.

Grantor further covenants and binds himself and his successors and assigns, to warrant and forever defend the title to the 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 payments of said lien note, and rendering unnecessary 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 Grantee herein, does 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 Grantee does 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 $36,000.00 until the note herein secured is fully paid. Grantee further agrees that proof of such insurance shall be furnished annually on or before August 1st and that such policy shall provide that the company will not cancel coverage without first giving adequate notice of such cancellation to Grantor; Grantee furhter agrees 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 Grantor; and in case Grantee fails to do so, then the said Trustee, or the lawful owner and holder of said note, 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 interst at 12-1/2% per annum from the date of such payment. Grantor shall have the right to inspect the premises at reasonable times upon giving written notice to Grantee.

Now, if the said Grantee 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 Grantee fails to pay the said note or part thereof, promptly at maturity or if Grantee fails to pay the taxes, keep up repairs or keep said premises insured as herein provided; or if Grantee fails 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 ndebtedness 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 otherexemptions of every king 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. Grantee agrees that the Trustee, may at any time, after default in the payment of said note, enterand take possession of said property, and shall only account for the net rents actually received by hi: Grantee further agrees that in the event the Trustee fails, before selling said property, as hereinprovided, to enter and take posession thereof, the purchases shall be entitled to immediate posession 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 account 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 Grantor and Grantee, have hereunto set our hands this 7th day of July, 1982.

Buddy Lucas
NASHVILLE UNION MISSION, INC.

Albert R. Howell
ALBERT R. HOWELL

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,Albert R. Howell, 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 7th day of July, 1982.

NOTARY PUBLIC

My commission expires: 11-9-83

OFFICIAL RECEIPT

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Buddy Lucas with whom I am personally acquainted and who upon his oath acknowledged himself to be the Agent of the Nashville Union Mission, Inc and within named bargainer, a corporation, and that he as such Agent being authorized so to do, executed the foregoing instrument for the pruposes therein contained by signing the name of the corporation by the said Buddy Lucas as such, Agent.

WITNESS my hand and official seal at office at Nashville, Tennessee, on this 7th day of July, 1982.

NOTARY PUBLIC

My commission expires: 11-9-83

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater for this transfer is $36,000.00.

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 7th DAY OF JULY, 1982

NOTARY PUBLIC

MY COMMISSION EXPIRES: 11-9-83

H 0 1 4 9 0

IDENTIF. REFERENCE

JUL 27 2 37 PM '82

FILED AND RECORDED
REGISTER
DAVIDSON COUNTY, TN

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

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RECEIVED OF _____

FOR _____

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
			36000.00- CO	
			26000.00- MO	
			93.60 CO TX	
			24.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 130.10-	
			0155A07/27/92 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 0 1 4 9 0.

IDENTIF. REFERENCE

JUL 27 2 57 PM '92

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 893622