Installment Deed

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ADDRESS NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO	MAP PARCEL NUMBERS
Phillip & Wanda Little	Phillip & Wanda Little	95-10
(NAME)	(NAME)	
509 Bismark Drive	509 Bismark Drive	Par 23
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN	Nashville, TN	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Thirty Nine Thousand Nine Hundred Fifty Dollars ($39,950.00)---------- *Dollars, of which* Two Thousand Seven Hundred ($2700.00)---------- ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Thirty Seven Thousand Two Hundred Fifty ($37,250.00)---------- *Dollars,* Phillip and Wanda Little *ha* VE *executed* their joint promissory note of even date herewith in the principal sum of $37,250.00, payable $392.33 per month; one-third of said monthly payment shall be paid to Patricia Weakley, one-third to Charles Anderson, and one-third to James Anderson; said monthly payments include interest at the rate of 12% per annum, the first of said installments falling due on August 1, 1982, and a like amount on the first day of each and every month thereafter until the entire indebtedness has been paid in full. The above mentioned promissory note shall be non-assumable and non-transferrable by maker.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Patricia A. Weakley, Charles S. Anderson, and James W. Anderson *have* do *this day bargained and sold, and do hereby transfer and convey unto the said.* Phillip Little and Wanda Little, *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being shown as Tract No. 1 on a survey prepared by Cantrell, Connell & Morrison, Engineers, dated January 1958, described as follows:

Beginning at a point on the northwesterly margin of Bismark Drive, said point being the northeast corner of Lot No. 184 on the Plan of Elm Hill Acres, Section IV, as of record in Book 2331, page 118, R.O.D.C., Tennessee; thence with the margin of said Drive north 43° 39' east 70 feet to a point; thence with the line between Tract No. 1 and Tract No. 2 on said survey in a northwesterly direction 304.3 feet, more or less, to the center of Mill Creek; thence with the center of Mill Creek 71 feet, more or less, to a point; then south 46° 21' east 2948 feet, more or less, to the point of beginning.

Being the same property conveyed by Charles W. Anderson and Myra T. Anderson to Charles W. Anderson and noted in Book 3863, page 914, Register's Office for Davidson County, Tennessee.

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STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 39,950.00
Randy L. Truce
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 28th DAY OF July 1982.
B. Edwards
Deputy Register

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 39,950.00
Subscribed and sworn to before me, this the 22 day of
July 19 82
Affiant
My commission expires:
(Affix Seal)
Notary Public

unimproved( )
This is improved (X) property, known as....509...Bismark.,...Nashville.,...TN.....
(House Number) (Street) P.O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees their (successors), 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. , except 1982 taxes, a lien not yet due and payable.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, their (successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto Michael. Haggard, trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustors 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 the sum of $37,250.00 at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said

property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 22 day of July, 1982

GRANTORS

Patricia A. Weakley 7-22-82

Patricia A. Weakley

Charles S. Anderson

Charles S. Anderson

James W. Anderson

James W. Anderson

GRANTEES

Phillips Investments

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Roland M. Lowell, a Notary Public in and for said County and State, Patricia Weakley,

the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, this 22 day of July, 1982.

Roland M. Lowell
Notary Public

Commission expires 1-15-83

STATE OF Tennessee

COUNTY OF Davidson

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Personally appeared before me, Roland M. Lowell, *a Notary Public in and for said County and State,* Phillip Little and Wanda Little,

the within named bargainor, with whom I am personally acquainted, and who acknowledged that we *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Davidson County, Tennessee *this* 22 *day of* July, *19* 82.

Notary Public

Commission expires 1-15-83

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 .....

INSTALLMENT DEED

FROM

Patricia A. Weakley

Charles S. Anderson
James W. Anderson

TO

Phillip Little and Wife,

Wanda Little

Prepared by:

Roland M. Lowell
501 Union Street
Fifth Floor
Nashville, TN 37219
(615) 255-0540

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37238

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

FELIX Z. PHILSON II REGISTER
DAVIDSON COUNTY, TN
JUL 28 11 44 AM '82

IDENTIFICATION REFERENCE

H 0 1 6 9 5

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STATE OF PENNSYLVANIA)
)
COUNTY OF PHILADELPHIA)

I, Charles S. Anderson being duly sworn according to law, depose and say that I have read the foregoing Installment Deed, that I fully understand and acknowledge the provisions contained therein and agree to execute the same to convey any and all interest I may have in the subject property.

Charles S Anderson 7 July 1982

Personally appeared before me, Joseph Teich a Notary Public in and for said County and State, Charles S. Anderson _____ the within named 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 Philadelphia Pennsylvania, this 7th day of July, 1982.

Joseph Teich

NOTARY PUBLIC

My Commission Expires: Aug 19, 1985

JOSEPH TEICH
Notary Public, Phila., Phila. Co.
My Commission Expires August 19, 1985

STATE OF TENNESSEE)
)
COUNTY OF ~~COFFEE~~ DAVIDSON)

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I, James W. Anderson being duly sworn according to law, depose and say that I have read the foregoing Installment Deed, that I fully understand and acknowledge the provisions contained therein and agree to execute the same to convey any and all interest I may have in the subject property.

James W. Anderson
JAMES W. ANDERSON

Personally appeared before me, Shirley J. Richmond, Notary Public in and for said County and State, James W. Anderson, the within named 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 28th day of July, 1982.

Shirley J. Richmond
NOTARY PUBLIC

My Commission Expires: 1/19/86

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
			[illegible] CO	
			37.50 MO	
			165.74 CO TX	
			30.60 MO TX	
			.50 PRFEE	
			16.00 MISC	
			CHECK	157.84-
			03-0AL7/8L/-E 3YL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H.O 1:6 11:5

IDENTIF. REFERENCE

JUL 28 11 46 AM '82

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 893798