THIS INSTRUMENT PREPARED BY:
Thomas E. Schoenheit
700 Metropolitan Federal Tower
Nashville, Tennessee 37219

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
George A. Street, Jr., et ux.	Advance Mortgage Corporation	148-6-13
(NAME:) 244 Willard Drive	(NAME:) Northlake Office Plaza 2310 Parklake Dr., N.E.	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37211	Atlanta, Georgia 30345	BOOK 5932 PAGE 420
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Seventy-Four Thousand Three Hundred Fifty-Three and 65/100 ($74,353.65) ---------- *Dollars,*

of which No ..... *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ..... *Dollars,*

George A. Street, Jr. and wife, Sheila P. Street ..... *have* ~~xxxxxxx~~ assumed and agreed to pay the unpaid balance of a Promissory Note payable to Advance Mortgage Corporation dated August 31, 1965 in the original principal amount of Fifteen Thousand ($15,000.00) Dollars, plus interest as specified therein and further have executed a Promissory Note of even date herewith in the original principal amount of Sixty-Five Thousand ($65,000.00) Dollars, the same to bear no interest, payable in One Hundred Sixty-two (162) equal monthly installments of Four Hundred ($400.00) Dollars and the last installment in the amount of Two Hundred ($200.00) Dollars. The first of such installments shall be due and payable September 1, 1982 and each payment thereafter shall be due and payable on the first day of each consecutive calendar month until the entire amount of this note has been paid in full. The note, nor any payment thereof may not be assumed without the written consent of holder. The note or any part thereof may be prepaid in full without penalty.

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, Rubye W. Kleiser and Marietta K. Carter, as joint tenants with right of survivorship, *have this day bargained and sold, and do hereby transfer and convey unto the said* George A. Street, Jr. and wife, Sheila P. Street, their ..... *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 139 on the Plan of Haywood Acres, Section 5, as of record in Book 3106, page 67, Register's Office for said County.

Said Lot No. 139 fronts 329.58 feet on the northerly side of Willard Drive and runs back 210.0 feet on the westerly line and 119.79 feet on the easterly line which is a broken line to a broken dead line in the rear on which it measures 219.02 feet.

Being the same property conveyed to Ruby W. Kleiser and Marietta K. Carter, as joint tenants with right of survivorship by deed from William L. Ethridge, Jr. of record in Book 5030, page 995, Register's Office for Davidson County, Tennessee.

This conveyance is subject to the following:

Deed of Trust from Percy B. Carter, Jr. and wife, Orangie E. Carter to J. J. Foley, Jr., Trustee dated August 31, 1965 of record in Book 3934, page 554, said Register's Office, to secure an indebtedness evidenced by a promissory note of even date in the original principal amount of $15,000.00 payable to Advance Mortgage Corporation, subject to terms and conditions therein.

(Continued on Page 2)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 74,353.65

Affiant

Subscribed and sworn to before me, this the 1st day of September 19 82

Notary Public

My commission expires: January 19, 1986
(Affix Seal)

(Continued from Page 1)

Restrictions filed for record in Book 3314, page 202, said Register's Office.

The plan of record in Book 3106, page 67, said Register's Office, shows an owner's certificate, a 30 foot minimum building setback line from Willard Drive, a 10 foot public utilities and drainage easement along the north and east boundaries and an overhang easement over the southwest corner of said lot.

unimproved ( )
This is improved (X) property, known as 244 Willard Drive, Nashville, Tennessee
(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 George A. Street, Jr. and wife, Sheila P. Street, 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 for 1982 taxes which are to be assumed by Grantee and as otherwise noted herein.

We *further covenant and bind* ourselves *heirs and representatives, to warrant and forever defend the title to said real estate to said* George A. Street, Jr. and wife, Sheila P. Street, 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 installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said George A. Street, Jr., and wife, Sheila P. Street *hereinafter referred to as trustors, hereby transfer and convey unto* Thomas C. Schneider, *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 $ fmv *, or 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 due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any 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 1st *day of* September, 19 82

Rubye W. Kleiser

Rubye W. Kleiser

Marietta K. Carter

Marietta K. Carter

George A. Street, Jr.

George A. Street, Jr.

Sheila P. Street

Sheila P. Street

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Deborah M. Temple, *a Notary Public in and for said County and State,* Rubye W. Kleiser, *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, *Tennessee, this* 1st *day of* September, 19 82

Deborah M. Temple *Notary Public*

Commission expires January 19, 1986

STATE OF TEXAS
COUNTY OF ECTOR

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Personally appeared before me, ..., *a Notary Public in and for said County and State,* Marietta K. Carter .....

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 .....,
this 30 *day of* August, *19* 82

Commission expires 1-14-84 Joann Braker *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 .....

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Deborah S. Temple, a Notary Public in and for said County and State, George A. Street, and wife, Sheila P. Street, the within named 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, this 1st day of September, 1982.

Deborah S. Temple
Notary Public

My Commission Expires January 29, 1986

H 0 6 8 4 0

IDENTIF. REFERENCE

SEP 1 3 32 PM '82

FELIX Z. WILSON, JR. REGISTER
DAVIDSON COUNTY, TN

RUSH

6782 09/01 268.54- CHECK

INSTALLMENT DEED

FROM

TO

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

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

74355.65- CO
65000.00- MO
193.44 CO TX
63.00 MO TX
.50 PRFEE
12.00 WDEED
CHECK 268.94-
676240901/02 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H.O.6840

IDENTIF. REFERENCE

SEP 1 3 32 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 923029