INSTALLMENT DEED

BOOK 5951 PAGE 878

For and in Consideration of the sum of TWENTY-TWO THOUSAND ($22,000.00) Dollars,

of which TWO THOUSAND ($2,000.00) Dollars,

has been paid in cash by CAROL WESCOTT

the receipt of which is hereby acknowledged, and for the remainder TWENTY THOUSAND ($20,000.00) Dollars,

the said CAROL WESCOTT has executed an Installment Deed Note of even date in the original principal sum of Twenty Thousand Dollars ($20,000.00) bearing interest at the rate of ten percent (10%) per annum and payable in Three Hundred Sixty (360) equal monthly payments of One Hundred Seventy-Five Dollars and 52/100 ($175.52) plus late charges as provided in said note

all of said notes bearing six per cent interest from date, and 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, LARRY R. WILLIAMS, TRUSTEE under the Will of ELEANOR CLAUS, Deceased,

has/~~have~~ this day bargained and sold, and do hereby transfer and convey unto the said CAROL WESCOTT, her heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:
Being Lot No. 81, Section A., Village of Old Hickory, as of record in Book 1424, page 58, Register's Office for Davidson County, Tennessee.

Said Lot No. 81 fronts 56 feet on the westerly side of Cleves Street and extends back between lines 88.8 feet on the northerly side and 88.7 feet on the southerly side to a dead line in the rear measuring 56 feet thereon.

Being the same property conveyed to Eleanor Claus by deed from F.R. McClendon and wife, Harriette O. McClendon, of record in Book 3459, page 155, Register's Office of Davidson County, Tennessee. The said Eleanor Claus, a single person, having since died on April 7, 1980, leaving a Last Will and Testament recorded in Will Book 130, page 476, Probate Court Clerk's Office of Davidson County, Tennessee, and the Grantor, Larry R. Williams, Trustee, having been appointed in the place and stead of the Trustee therein named by Order of record in Minute Book 277, page 547, Probate Court Clerk's Office of Davidson County, Tennessee.

The Grantee, Carol Wescott, further promises to pay to the Grantor, or his order, in escrow, all sums necessary to maintain fully paid and discharged a mortgage cancellation policy sufficient to pay the remaining balance owed under the note secured by this instrument and to further pay the sums necessary for the Grantor to pay the property taxes on the herein conveyed real property and to maintain fire insurance on the premises. These sums shall be part of the indebtedness secured hereby and the failure of the Grantee to pay said sums when due and payable shall be an act of default.

This is unimproved ( ) improved (X) property, know as 708 Cleves Street, Old Hickory, Tn. 37138
(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 CAROL WESCOTT, her heirs and assigns forever. I covenant that I am 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 property taxes for the year 1982 and prior thereto, if any.

I further covenant and bind myself, and my heirs and representatives, to warrant and forever defend the title to said real estate to said CAROL WESCOTT, the Grantee, and her 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 in hand paid, I, the said CAROL WESCOTT

do hereby transfer and convey unto SUE BOYD CAIN, 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 CAROL WESCOTT

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 $ 20,000.00 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 CAROL WESCOTT 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 she 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; she 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 CAROL WESCOTT, TRUSTOR, her 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 SUE BOYD CAIN, 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 LARRY R. WILLIAMS, TRUSTEE, and CAROL WESCOTT hereunto set our hands at NASHVILLE, Tennessee, this the 17 day of October 1982.

Larry R. Williams Trustee
LARRY R. WILLIAMS, TRUSTEE UNDER THE WILL OF ELEANOR CLAUS, DECEASED

Carol Wescott
CAROL WESCOTT

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**STATE OF TENNESSEE**
**Davidson County**

Personally appeared before me, Nellie Bone, a Notary Public in and for said County and State, the within named LARRY R. WILLIAMS, TRUSTEE under the Will of ELEANOR CLAUS, Deceased, and CAROL WESCOTT

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 17th day of October, 1982

X Nellie Bone, Notary Public.

Commission Expires 7/17/83

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**STATE OF** _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

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

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5951 PG 881

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)

H 132 19

IDENTIF. REFERENCE

OCT 19 2 12 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

4834 10/19 07.70 CHECK

# INSTALLMENT DEED

FROM
LARRY R. WILLIAMS, TRUSTEE

TO
CAROL WESCOTT

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| CAROL WESCOTT | LARRY R. WILLIAMS, TRUSTEE | |
| (NAME) 708 Cleves St. | (NAME) P. O. Box 2868 | 44-15-53 ML |
| (STREET ADDRESS OR ROUTE NUMBER) Old Hickory, Tn. 37138 | (STREET ADDRESS) Nashville, Tn. 37219 | |
| (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | |

mail

THIS INSTRUMENT WAS PREPARED BY
LARRY R. WILLIAMS, ATTORNEY
P. O. Box 2868
Nashville, Tn. 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$22,000.00 Carol Wescott
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 19th DAY OF October, 1982

Notary Public

MY COMMISSION EXPIRES: 7/7/83

(AFFIX SEAL)

DEED BOOK 5951 PAGE 880

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

RECEIVED OF _____

FOR _____

BOOK 5951 PAGE 882

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | 22000.00- CO | |
| | | | 20000.00- MO | |
| | | | 57.20 CO TX | |
| | | | 18.00 MO TX | |
| | | | .50 PRFEE | |
| | | | 12.00 WDEED | |
| | | | CHECK 87.70- | |
| | | | 4634A10/19/82 BAL: .00 | |

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

H 13219

IDENTIF. REFERENCE: T

OCT 19 2 12 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

**No. 905483**