INSTALLMENT DEED

BOOK 5966 PAGE 349

For and in Consideration of the sum of Thirty Eight Thousand Eight Hundred and no/100----------($38,800.00)---------- Dollars, of which Two Thousand and NO/100--($2,000.00)---------- Dollars, has been paid in cash by James R. Hillin and wife, Nancy T. Hillin the receipt of which is hereby acknowledged, and for the remainder Thirty Six Thousand Eight Hundred and no/100 ($36,800.00)---------- Dollars, the said James R. Hillin and wife, Nancy T. Hillin ha ve executed their promissory note of even date herewith, payable to the order of Mayfair Homes, Inc., promising to pay to the principal sum of Thirty-six Thousand Eight Hundred ($36,800.00) Dollars payable with eleven percent (11%) interest thereon in the amount hereinafter specified, as follows: The principal amounts of One Thousand Six Hundred and No/100 ($1,600.00) Dollars shall be due and payable on the 2nd day of January 1983 together with interest thereon from November 17, 1982 at the rate of eleven (11%) percent per annum.

The principal amount of Thirty-five Thousand Two Hundred and No/100 ($35,200.00) Dollars shall be due and payable in monthly installments as follows: On the 1st day of January, 1983 the sum of Four Hundred 9/100 ($400.09) Dollars and thereafter a like amount on the 1st day of each succeeding month, for 180 consecutive months, the last installment being due on the 1st day of December, 1997 (15 years).

all of said notes bearing ~~six~~ eleven 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, Mayfair Homes, Inc., a Tennessee Corporation

~~have~~ has ~~do~~ does this day bargained and sold, and ~~do~~ hereby transfer and convey unto the said James R. Hillin and wife, Nancy T. Hillin, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Land in Davidson County, Tennessee, being Lots Nos. 1, 2 and 3 in Block 15, of Fish University Plan of record in Book 421, page 4 and 5, Register's Office for said County.

Said Lots Nos. 1, 2, and 3 adjoins and fronts together 75 feet on the westerly of 30th Avenue, Nort, formerly Garner Avenue, and runs back between parallel lines 150 feet to an alley.

Being part of the same property conveyed to mayfair Homes, Inc. by deed from Fairfax Corporation, of record in Book 4071, page 793, Register's Office for Davidson County, Tennessee.

This is ( ) unimproved (X) improved property, known as 3000 Clare Ave Nashville, TN 37209
(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 James R. Hillin and wife, Nancy T. Hillin, their heirs and assigns forever. It covenant that it is 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 as set out herein. It further covenants and bind its self, its successors and assigns ~~heirs and representatives~~, to warrant and forever defend the title to said real estate to said James R. Hillin and wife, Nancy T. Hillin, 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 in hand paid, we, the said James R. Hillin and wife, Nancy T. Hillin

do hereby transfer and convey unto Theodore H. Pailet, 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 James R. Hillin and wife, Nancy T. Hillin

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 $40,000.00 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.

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 James r. Hillin and wife, Nancy T. Hillin 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 convey any interest in said property without the prior written consent of Grantor, or 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; if 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 trust 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:

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 ~~James R. Hillin and wife, Nancy T. Hillin~~ 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 Theodore H. Pailet, 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 James R. Hillin and wife, Nancy T. Hillin, grantees and Mayfair Homes, Inc., grantors hereunto set our hands at Nashville, Tennessee, this the 17th day of Nov. 19 82

Mayfair Homes, Inc.

by: Theodore H. Pailet
President

by: Louise M. Pailet
Secretary

James R. Hillin

Nancy T. Hillin

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Nell W. Johnson, a Notary Public in and for said County and State, the within named James R. Hillin and wife, Nancy T. Hillin

the bargainor, 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 November, 1982

Nell W. Johnson, Notary Public

Commission Expires 11/21/85

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 }

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Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Theodore H. Pailet and Louise M. Pailet, with whom I personally acquainted, and who, upon oath, acknowledged themself to be President and Secretary of the Mayfair Homes, Inc., the within named bargainor, a corporation, and that they as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themself as President and Secretary

Witness my hand and seal, at office in Nashville, Tennessee, this 17th day of November, 1982

Notary Public.

Commission expires 11/21/85

(over for additional acknowledgements)

784

11/18 1982 18-- CHECK

H 17.00

NOV 18 12 56 PM '82

FEE $ WILSON & PEARSON

REGISTER'S OFFICE DAVIDSON COUNTY, TENN.

TO THE FILE REFERENCE

INSTALLMENT DEED

FROM
Mayfair Homes, Inc.

TO
James R. Hillin and wife,
Nancy T. Hillin

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

TOOLEY CO. - NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
(NAME)	(NAME)	92-6
James R. Hillin, et ux	same	149
(STREET ADDRESS OR ROUTE NUMBER) 2239 Chickering Lane	(STREET ADDRESS)	11W 04417
(CITY) (STATE) (P. O. ZIP) Nashville, Tn 37215	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Theodore H. Pailet
Attorney at Law
1906 South Street
Nashville, TN 37212

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 38,800.00 James R Hillin
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 17th DAY OF Nov. 1982.

Notary Public

MY COMMISSION EXPIRES: 11/21/85

(AFFIX SEAL)

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

RECEIVED OF _____

FOR BOOK 5966 PAGE 353

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			36800.00- CO	
			36800.00- MO	
			100.88 CO TX	
			34.60 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 148.18-	
			0784A11/18/82 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

41-7-993

IDENTIF REFERENCE 1

NOV 18 12 56 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 911221