Installment Deed

BOOK 5970 PAGE 783

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
DAVID M. WINDLE (NAME)	SAME (NAME)	Map 72-6
P.O. Box 140592 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 162
Nashville, Tennessee 37214 (CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	Tax ID 15DA05350

FOR AND IN CONSIDERATION of the sum of Thirteen Thousand Five Hundred and no/100----- ($13,500.00)----------*Dollars, of which* Three Thousand and no/100 ($3,000.00)----------*Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Ten Thousand Five Hundred and no/100 ------($10,500.00)----------*Dollars,*

DAVID M. WINDLE *has executed* his one Installment Deed Note of even date herewith payable to Robert H. Overton, Conservator of the Estate of Beryl Edith Overton, said Note bearing Twelve Percent (12%) interest from date,

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, Robert H. Overton, Conservator of the Estate of Beryl Edith Overton, *have this day bargained and sold, and do hereby transfer and convey unto the said* DAVID M. WINDLE *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

BEING part of Lot No. 48 on the revised and corrected map of the subdivision of Casper Zopfi's place, as of record in Book 547, Pages 21 and 22, Register's Office for Davidson County, Tennessee, described as follows:

BEING the easterly 50 feet front of the westerly 100 feet front of Lot No. 48 on the revised and corrected map of the Subdivision of Casper Zopfi's Place, as of record in Book 547, Pages 21 and 22, Register's Office for Davdison County, Tennessee, described as follows:

BEGINNING on the northerly margin of Zopfi Street at a point 50 feet east of the corner of Lots Nos. 48 and 49, said point being the southeast corner of the property conveyed to Joe Beaty and wife, by deed from Casper Zopfi, of record in Book 853, Page 278, said Register's Office; thence with said street eastwardly 50 feet to the southwest corner of the property conveyed to A. W. Zopfi, Jr., by deed from Swiss Relief Society, of record in Book 1286, Page 55, said Register's Office; thence with said Zopfi's westerly line northwardly 132 feet, more or less, to the southerly margin of Thomas Street; thence with said street, westwardly 50.3 feet to the northeast corner of said Beaty property; thence with the easterly line of same, southwardly 132 feet, more or less, to the beginning.

BEING the same property conveyed to Beryl Edith Overton by Warranty Deed from Jim Word and wife, Lucille E. Word, of record in Book 1345, Page 019, Register's Office for Davidson County, Tennessee.

Robert H. Overton covenants that he is the duly appointed Conservator for the Estate of Beryl Edith Overton pursuant to an Order of the Probate Court for Nashville, Davidson County, Tennessee, dated July 12, 1982, of record in Minute Book 278, Page 702, said Probate Court Clerk's Office, in the matter of Estate of Beryl Edith Overton, Docket No. 71804; and, said Robert H. Overton, Conservator, has been authorized to sell the real property described herein pursuant to an Order of said Probate Court, dated November 23, 1982, Minute Book 280, Page 772, for said Probate Court.

At the date of execution and delivery of this Installment Deed, BERYL EDITH OVERTON was a widow, her husband, BEN A OVERTON, having predeceased her on December 24, 1972.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 13,500.00

Subscribed and sworn to before me, this the 29th day of November 1982

Affiant

My commission expires: January 22, 1984 (Affix Seal)

Notary Public

NOTARY PUBLIC AT LARGE DAVIDSON CO. TENN.

unimproved ( )

This is improved (X) property, known as 1059 Zopfi Street, 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 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 as noted herein.

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 Cleve Weathers, 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 $ 10,500.00, 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 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 ~~xx~~ 12 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 29th *day of* November, *19* 82.

Ronald M. Campbell
DAVID M. WINDLE, GRANTEE/TRUSTOR

Con.
Robert H. Overton
ROBERT H. OVERTON, CONSERVATOR of the Estate of BERYL EDITH OVERTON

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Ronald M. Campbell, *a Notary Public in and for said County and State,* DAVID M. WINDLE

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* 29th *day of* November, *19* 82.

RONALD M. CAMPBELL NOTARY PUBLIC AT LARGE STATE OF TENN.

Ronald M. Campbell *Notary Public*

Commission expires January 22, 1984

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Ronald M. Campbell, *a Notary Public in and for said County and State,* ROBERT H. OVERTON, Conservator of the Estate of BERYL EDITH OVERTON, *the within named bargainor, with whom I am personally acquainted, and who acknowledged that* he *executed the within instrument for the purposes therein contained.* and in the capacity therein stated.

Witness my hand and official seal at Nashville, *this* 29th *day of* November, *19*82.

Ronald M. Campbell *Notary Public*

Commission expires November 22, 1984

NOTARY PUBLIC AT LARGE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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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 .....

RUSH

INSTALLMENT DEED

FROM

BERYL EDITH OVERTON

TO

DAVID M. WINDLE

This Instrument Prepared By:
Ronald M. Campbell
Attorney at Law
1610 Parkway Towers
Nashville, TN 37219

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

FILED FOR REGISTER
DAVIDSON COUNTY, TN
FELIX Z. WILSON II
NOV 30 | 01 PM '82

IDENTIFICATION REFERENCE

H 1 1 9 4 1 1

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

RECEIVED OF _____ BOOK 5970 PAGE 787 _____

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
			13500.00-	CO
			10500.00-	MO
			35.10	CO TX
			8.50	MO TX
			.50	PRFEE
			12.00	WDEED
			CHECK	56.10-
2610A	11/30/62		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H I 9 4 1 1

IDENTIF. REFERENCE

NOV 30 1 01 PM '62

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 912986