INSTALLMENT DEED

BOOK 6001 PAGE 505

For and in Consideration of the sum of SEVENTY THOUSAND FIVE HUNDRED & 00/100 ($70,500.00) Dollars,

of which SIXTEEN THOUSAND FIVE HUNDRED & 00/100 ($16,500.00) Dollars,

has been paid in cash by

the receipt of which is hereby acknowledged, and for the remainder FIFTY FOUR THOUSAND & 00/100 ($54,000.00) Dollars,

the said HERBERT E. WOODARD JR., and wife, NANCY J. WOODARD have executedtheir promissory note of even date herewith payable to Louise C. Cotton in monthly installments of $514.27 per month, which includes interest at the rate of 11% percent per annum, for 60 months, the first of said installments falling due on March 1, 1983, and a like amonunt on the first day of each and every month thereafter, until the first day of February, 1988, when the entire balance including both principle and interest shall be payable.

FELIX Z. WHITSITT, REGISTER
DAVIDSON COUNTY, TENN.
Feb 2 | 40 PM '83

IDENTIF. REFERENCE

H 2 9 2 3 1

all of said notes bearing ~~six~~ 11% 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, I, Louise C. Cotton, a widow,

have this day bargained and sold, and do hereby transfer and convey unto the said Herbert E. Woodard, Jr., and wife, Nancy J. Woodard, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lots Nos. 10 and 11 on the Map of C. L. Ridley's Re-Subdivision of Blocks Nos. 8 and 9 in the old Waverly Plan, as of record in Book No. 57, page 167, Register's Office for said County.

Each of said lots originally fronted 47 feet on the northerly side of Benton Avenue, formerly Jefferson Street, and ran back between parallel lines 171 feet to the middle of what was a 15 foot alley, which is now closed. However, a strip of land 2 feet wide off the east side thereof was sold and conveyed to Helen Roberts Gayden leaving only 92 feet of said lots conveyed hereby fronting on Benton Avenue.

BEING the same property conveyed to Louise C. Cotton, by deed from David Condra, Successor Trustee, of record in Book 5906, page 529, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 724 (House Number) Benton Avenue (Street) P. O. Address: Nashville, TN 37204 (City or Town) (Zip Code)

4971

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Herbert E, Woodard Jr., and wife, Nancy J. Woodard, their 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.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Herbert E. Woodard Jr., and wife, Nancy J. Woodard, 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 us in hand paid, we, the said Herbert E. Woodard Jr., and wife, Nancy J. Woodard

do hereby transfer and convey unto Ronald M. Campbell, 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 Herbert E. Woodard, Jr., and wife, Nancy J. Woodard 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 $54,000.00 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 Herbert E. Woodard, Jr., and wife, Nancy J. Woodard 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 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; 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 Herbert E. Woodard, Jr., et ux, Nancy J. Woodard, representatives or assigns.

OFFICIAL RECEIPT

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 Ronald M. Campbell, 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 Louise C. Cotton, a widow, and Herbert E. Woodard, Jr., and wife, Nancy J. Woodard hereunto set our hands at Nashville, Tennessee, this the 1st day of Feb. 1983.

Louise C. Cotton

Herbert E. Woodard Jr

Nancy J Woodard

STATE OF TENNESSEE
Davidson County

Personally appeared before me, David O. Condra, a Notary Public in and for said County and State, the within named Louise C. Cotton, a widow, and Herbert E. Woodard, Jr., and wife, Nancy J. Woodard, 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 1st day of February, 1983.

David O Condra, Notary Public.

Commission Expires 7-21-85

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 _____

OFFICIAL RECEIPT

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 6001 PAGE 508

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)

INSTALLMENT DEED

FROM
LOUISE C. COTTON, a widow

TO
HERBERT E. WOODARD, JR., and
wife, NANCY J. WOODARD

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Herbert E. Woodard, Jr. et ux	Same	105-10 286
(NAME)	(NAME)	
724 Benton Avenue		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37204		
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

David Condra, Attorney
Suite 100, 108 Harding Place
Nashville, Tennessee 37205

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 70,500.00 Louise C. Cotton
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF February 1983.

David Condra
Notary Public

MY COMMISSION EXPIRES: 7-21-85

(AFFIX SEAL)

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

RECEIVED OF _____

FOR _____

BOOK 6001 PAGE 509

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
			70500.00-	CO
			54000.00-	MO
			103.30	CO TX
			52.00	MO TX
			.50	PRFEE
			12.00	WDEED
			CHECK	247.30-
4971	A02/02/83		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H29231

IDENTIF. REFERENCE

FEB 2 | 40 PM '83

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 927210