This instrument prepared by
Patricia A. McDade Attorney
First American Center
Nashville TN 37238

5902

Installment Deed BOOK 6027 PAGE 105

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Johnnie L. Steele & Ruthie L. Steele (NAME:)	SAME (NAME:)	
1005 North Fifth Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Map 82-4
Nashville, TN (CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	Parcel 93

FOR AND IN CONSIDERATION of the sum of TWENTY-FOUR THOUSAND FIVE HUNDRED & 00/100---------- ($24,500.00) *Dollars,*
of which TWO THOUSAND DOLLARS---------- ($2,000.00) *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder TWENTY-TWO THOUSAND FIVE HUNDRED ($22,500.00) *Dollars,*

the said grantess have executed an installment note of even date in the amount of $22,500.00 commencing on April 1, 1983, and payable for the first five years in monthly installments of $255.83 bearing an interest rate of 11%, thereafter the interest rate on said note will be a variable rate adjusted annually and equal to the then FHA lending rate but is no event less than 11%. It is further agreed and understood that the grantees are to keep the property in good condition and repair and in the event grantess do not properly maintain the property the Trustee shall have the right to spend the necessary funds for repairs to the property if the grantees, after being given notice, refuse to make the repairs withint 30 days. Funds so spent by the Trustee shall be added to principal amount owed on the note that is secured by this instrument and Trustee shall have the right to give notice of the amount so spent and with documentation thereof make demand for payment and if payment is not made within 30 days the entire indebtedness shall be deemed due and owing and the Trustee shall have the right to foreclose on said property pursuant to the terms and conditions set out herein as they pertain to any other default by the grantees including the cost of foreclosure*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,* Margaret Hamm

has
~~have~~ *this day bargained and sold, and do hereby transfer and convey unto the said* Johnnie L. Steele & Ruthie L. Steele

the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 120 on the Map of Sharpe and Crutcher's Addition, as of record in Book 57, page 82, Register's Office for said County. Said Lot fronts 50 feet on the east side of North 5th Street and runs back between parallel lines, 165 feet to an alley.

Being the same property conveyed to F. L. Hamm, by deed from R. E. Worrall, Clerk of the County Court, of record in Book 3992, page 941, Register's Office for Davidson County, Tennessee. The said F. L. Hamm having since died. Said property devised to Margaret Hamm, as devisee under the will of Frank L. Hamm, deceased, of record in Will Book 130, page 749, Probate Clerk's Office for Davidson County, Tennessee.

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*and attorney's fees for same. This indebtedness is not assumable by any future purchaser and will not be subject to any other future mortgages or encumbrances without the prior written consent of the grantor, Margaret Hamm. Grantees agree to pay the property taxes on or before January 1st of each year and the hazard insurnace 30 days prior to the renewal date of the term of the policy and to provide grantor with receipts for same.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 24,500.00

Subscribed and sworn to before me, this the 21st day of March 1983

Affiant: Patricia A. McDade

My commission expires: 10-19-86 (Affix Seal)

Notary Public: Gayle Mayo

unimproved ( )
This is improved (X) property, known as 1005 North Fifth Street (House Number) (Street) Nashville, TN (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.

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 Joseph L. Lackey, Jr., *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 $ 24,500.00,

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.

unimproved ( )
This is improved (X) property, known as 1005 North Fifth Street (House Number) (Street) Nashville, TN 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 Margaret Hamm her *(successors), heirs and assigns forever.* she *covenant that* she *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

she *further covenant and bind* her *heirs and representatives, to warrant and forever defend the title to said real estate to said* Johnnie L. Steele and wife, Ruthie L. Steele 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 Johnnie L. Steele and wife, Ruthie L. Steele *hereinafter referred to as trustors, hereby transfer and convey unto* Joseph L. Lackey, Jr., *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 $ 24,500.00 *, 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 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 21st *day of* March, *19* 83.

Margaret Hamm

Johnnie L. Steele

Ruthie L. Steele

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Margaret Hamm and Johnnie L. Steele

*the within named bargainor*s, *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* 21st *day of* March, *19*83

Patricia M. Daniel *Notary Public*

Commission expires April 22, 1984

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STATE OF Tennessee }
COUNTY OF Davidson }

Personally appeared before me, James R. Mosley, *a Notary Public in and for said County and State,* Davidson - Tennessee
Ruthie A. Steele
the within named 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 St Thomas Hospital Rm 740
this 22nd *day of* March, 1983

James R. Mosley *Notary Public*

Commission expires April 21, 1985

NOTARY PUBLIC DAVIDSON COUNTY

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 .....

H38304

IDENTIF. REFERENCE

MAR 25 2 53 PM '83

FELICIA WILSON II REGISTER
DAVIDSON COUNTY, TN

$ 5.00

INSTALLMENT DEED

FROM
MARGARET HAMM

TO
JOHNNIE L. STEELE & RUTHIE L. STEELE

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

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF

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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
			24500.00- CO	
			22500.00- MO	
			63.70 CO TX	
			20.50 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	96.70-
			5902A03/25/83 BAI	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H38304

IDENTIF. REFERENCE

MAR 25 2 53 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 937775