Prepared by:
Earl J. Porter, Jr., Atty (cd)
214 Third Ave. North
Nashville, Tenn. 37201

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Jesse A. Bowman, unmarried Gaynell Reado, unmarried	L.A. Newman & Co. Inc., (NAME:)	81 - 3 366
2109-12th Avenue North (STREET ADDRESS OR ROUTE NUMBER)	107-Third Avenue North (STREET ADDRESS)	BOOK 6068 PAGE 557
Nashville, TN 37208 (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee 37201 (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of --TWENTY EIGHT THOUSAND AND NO/100---------- ----------($28,000.00)---------- *Dollars,*

of which ONE THOUSAND DOLLARS ($1,000.00)---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of TWENTY SEVEN THOUSAND AND NO/100 ----------($27,000.00)---------- *Dollars,*

Jesse A Bowman, unmarried and Gaynell Reado, unmarried *has executed*
and delivered their joint promissory note in the principal amount of TWENTY SEVEN THOUSAND AND NO/100 DOLLARS ($27,000.00) payable to the order of Billy C. Donnell and Clara W. Donnell, due and payable in two-hundred and forty (240) monthly installments of THREE HUNDRED THIRTY-FIVE AND 80/100 ($335.80) DOLLARS each, including interest at the rate of fourteen percent (14%) per annum from date on so much of the principal amount of $27,000.00 as remains unpaid from time to time with the remainder of each monthly installment applicable to the principal. The first one of said installments falls due July 2, 1983, and the others one, on the second day of each and every succeeding month respectively thereafter until both principal and interest will have been paid in full. Neither the indebtedness secured by this Deed of Trust nor this Deed of Trust may be assumed without the written consent of the holder hereof prior to any proposed conveyance.

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, we, Billy C. Donnell and wife Clara W. Donnell

have this day bargained and sold, and do hereby transfer and convey unto the said Jesse A. Bowman, unmarried and Gaynell Reado, unmarried, their

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: Land in Davidson County, Tennessee, being lot 31 on the plan of C. E. Raymond's Subdivision of lot 22 of James C. Owen's Buena Vista Addition, as of record in book 57, page 63, Register's Office for said County.

Said lot No. 31 fronts 50 feet on the westerly side of 12th Avenue North, formerly Sangster Street, and runs back between parallel lines 145 feet to an alley.
Being part of the real property conveyed to Maggie Ledbetter, by deed from Willie Council, of record in book 3997, page 903, said Register's Office.

This conveyance is subject to a deed of trust executed by Clara W. Donnell and husband Billy C. Donnell to Earl J. Porter, Jr. Trustee dated April 25, 1977 and recorded in Book 5140 Page 257 RODC Tennessee, to secure the payment of a note for $5,500.00, however the seller is to take monthly payment under this deed and pay monthly on said mortgage until the debt is paid in full with interest.

6/08 11:30 - 38.00

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $28,000.00

Subscribed and sworn to before me, this the 2nd day of June 1983

Affiant

My commission expires: 10-20-85
(Affix Seal)

J. J. MALLOY NOTARY PUBLIC OF TENNESSEE

Notary Public

H.P.

unimproved ( )
This is improved (X) property, known as 2109-12th Avenue North, Nashville, Tennessee 37208
(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 Jesse A. Bowman, unmarried and Gaynell Reado, unmarried *(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 for 1983 taxes which have been prorated and assumed by Grantees, prior mortgage as set out above in record of Book 5140 Page 257 Register's Office of said County.

further covenant and bind ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Jesse A. Bowman, unmarried and Gaynell Reado, unmarried *(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 Jesse A. Bowman, unmarried and Gaynell Reado, unmarried *hereinafter referred to as trustors, hereby transfer and convey unto* Robert C. Donnell *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 $30,000.00 *, 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.

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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 2nd *day of* June, *19*83.

Jesse A. Bowman, unmarried

Gaynell Reado, unmarried

Billy C. Donnell

Clara W. Donnell

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, J. J. Mullay, *a Notary Public in and for said County and State,* Jesse A. Bowman and Gaynelle Reado and Billy C. Donnell and wife Clara W. Donnell *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* 2nd *day of* June, *19*83.

J. J. Mullay *Notary Public*

Commission expires 10-20-85

STATE OF.....
COUNTY OF.....

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

.....

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

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Witness my hand and official seal at....., *this*.....*day of*....., *19*.....

.....*Notary Public*

Commission expires.....

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.....

H 5 1 6 2 2

IDENTIF. REFERENCE

JUN 2 3 29 PM '83

FELIX Z. WILSON III REGISTER DAVIDSON COUNTY, TN

RUSH

INSTALLMENT DEED

FROM

Billy C. Donnell and wife

Clara W. Donnell

TO

Jesse A. Bowman, unmarried and

Gaynell Reado, unmarried

L. A. NEWMAN & CO.
REAL ESTATE-LOANS-INSURANCE
AL 6-0488
NASHVILLE, TENN.

NASHVILLE, TENNESSEE

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____ BOOK 6068 PAGE 561

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

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

MISC -MISCELLANEOUS
COTX -STATE TAX CONVEY
MOTX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			26000.00-	CO
			27000.00-	MO
			72.60	CO TX
			25.00	MO TX
			.50	PRFEE
			12.00	WDEED
				CHECK 110.30-
			2062A06/02/83	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 5 1 6 2 2

IDENTIF. REFERENCE

JAN 2 3 29 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 953436