Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO	MAP - PARCEL NUMBERS
JOE L. WALL, et al	OWNER	60-12
1799 N. Gallatin Road		123
Madison, Tn. 37115		12DZ 7720

FOR AND IN CONSIDERATION of the sum of Thirty Thousand and No/100 ($30,000.00)------ 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 Twenty-seven Thousand and No/100------ ($27,000.00)------ Dollars,

JOE L. WALL and MIKE SUGGS ha. Ve executed their promissory note payable to Lois Marie Johnson, Deborah Cross and William O. Johnson, Jr. in 192 equal monthly installments in the amount of $299.44 each, including interest at the rate of 11% per annum.

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, LOIS MARIE JOHNSON, unmarried,

have this day bargained and sold, and do hereby transfer and convey unto the said

JOE L. WALL and MIKE SUGGS, their (successors), heirs and assigns, certain real estate in DAVIDSON County, Tennessee as follows:

Being part of Lot No. 10 on the Map of W. H. Dodd's Resubdivision of a 26.25 acre tract composed of Lots 5 to 12 inclusive, and Lots "A" and "B" on the plan of record in Book 843, page 99, Register's Office for Davidson County, Tennessee, described as follows:

Beginning on the southerly margin of Hart Lane, as widened, at the northeast corner of the property conveyed to Frank O. Bates and wife, by deed from W. C. Allen and Donald Guinn of record in Book 2925, page 637, said Register's Office; thence with said Bates' easterly line southerly 250.1 feet to an iron pin; thence south 83° 15' East 35 feet to an iron pin; thence North 0° 45' east 250 feet to the southerly margin of Hart Lane, as widened; thence with same North 84° 30' West 60 feet to the beginning.

Being the same property conveyed to William O. Johnson, Sr. and wife, Lois Marie Johnson, by deed from Robert T. Watts and wife, Evelyn Joyce Watts, of record in Book 4149, page 767, Register's Office for Davidson County, Tennessee.

The said William O. Johnson, Sr. having since died.

DOUGLAS R. BERRY ATTORNEY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 30,000.00

Subscribed and sworn to before me this the 13th day of June, 19 83

Joe L. Wall
Affiant

My commission expires October 19, 1986
(Affix Seal)

Notary Public

unimproved ( )
This is improved (X) property known as 116 Hart Lane, Nashville, Tennessee 37210

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 convenant 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 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

JOE L. WALL and MIKE SUGGS

hereinafter referred to as trustors, hereby transfer and convey unto DOUGLAS R. BERRY, 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 $ .a.c.v....., 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 and 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 Registers 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.

Witness our hand S this 13th day of June 1983, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Lois M. Johnson
LOIS MARIE JOHNSON

Lois Marie Johnson

Mike Suggs
MIKE SUGGS

Joe L. Wall
JOE L. WALL

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Lois Marie Johnson, Mike Suggs and Joe L. Wall

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 Goodlettsville Tennessee, this 13th day of June, 19 83.

Douglas R. Berry
Notary Public

Commission expires October 19, 1986

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 ..... 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 at ..... Tennessee, this ..... day of ....., 19.....

..... Notary Public

Commission expires .....

FELIX Z. WEB, REGISTER
DAVIDSON COUNTY, TN
JUN 14 9 00 AM '83

TO THE REFERENCE

H 5.37 4.4

INSTALLMENT DEED

FROM

TO

THIS INSTRUMENT PREPARED BY
DOUGLAS R. BERRY
Attorney
907 TWO MILE PKY.
GOODLETTSVILLE, TN 37072

OFFICIAL RECEIPT

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

RECEIVED OF _____

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CO -CONVEYANCE	CC -CERTIFIED COPY	MISC -MISCELLANEOUS
MO -MORTGAGE	REL -RELEASE	COTX -STATE TAX CONVEY
WD -WARRANTY DEED	UCC -UNIFORM COMMERCIAL CODE	MOTX -STATE TAX MORT
TD -TRUST DEED		PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			30000.00- CO	
			27000.00- MO	
			76.00 CO TX	
			25.00 MO TX	
			.50 PRFEE	
			[illegible]	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

[illegible] CHECK [illegible]

#680406/14/83 CAL .01

H 537 44

IDENTIF. REFERENCE T

JUN 14 9 00 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 955948