THIS INSTRUMENT PREPARED B
Frank A. Berry, Jr.
Bass, Berry & Sims
2700 First American Center
Nashville, TN 37238

3874

Installment Deed

BOOK 6036 PAGE 179

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Michael D. Callaway and Carolyn I. Callaway	Same	116-10
(NAME:	(NAME:	Par. 17a.
(STREET ADDRESS OR ROUTE NUMBER) 123 Clarendon Ave. Nashville, TN 37205	(STREET ADDRESS)	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of....One.Hundred.Thirty.Thousand.and.no/100.....
.....($130,000.00).....*Dollars,*
of which.....Ten.and.no/100.($10.00).....
.....*Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder ....One Hundred Thirty Thousand and
no/100 ($130,000.00).....*Dollars,*
.....
Michael.D..Callaway.and.wife,.Carolyn.I..Callaway.....*have executed*

a Promissory Note in the original principal amount of One Hundred Thirty Thousand and no/100 ($130,000.00) Dollars payable to the order of Carolyn Lusk Barr, on demand after date, plus interest on the unpaid balance at the rate of nine percent (9%) 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, ...Carolyn.Lusk.Barr.....
.....
has/have this day bargained and sold, and do hereby transfer and convey unto the said.....
Michael.D...Callaway..and..wife,..Carolyn.I...Callaway.....
.....*the Grantees herein, their (successors), heirs and assigns,*
certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being a part of Lot No. 28 on the Plan of Bransford Realty Company's Berkeley Hills Subdivision, as of record in Book 547, pages 57 and 58, Register's Office for said County, more fully described according to a survey dated March 23, 1929, of record in Book 547, page 195, said Register's Office, as follows:

Beginning on the southerly margin of Sutherland Avenue at the corner of Lots Nos. 27 and 28; thence with the line between said two lots, southwardly 190 feet; thence westwardly 51.9 feet to a corner of the property conveyed to Johnson Bransford by deed from Bransford Realty Company, of record in Book 855, page 60, said Register's Office; thence with said Johnson Bransford's northerly line, northwestwardly 71.5 feet, more or less, to the easterly margin of Clarendon Avenue, extended; thence northwardly, with the easterly margin of same, on a curve to the left with a radius of 145 a distance of 53.7 feet; thence northwardly 17.5 feet; thence on a curve to the right with a radius of 80 deg., a distance of 113.2 feet to the southerly margin of Sutherland Avenue; thence with same, eastwardly 24.3 feet to the beginning.

Being the same property conveyed to Carolyn Lusk Barr by deed from Bransford Realty Company, of record in Book 928, page 512, said Register's Office.

H 57311

IDENTIF. REFERENCE

JUN 30 2 44 PM '83

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN

RUSH

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $130,000.00

Subscribed and sworn to before me, this the 29 day of June 1983

Affiant

My commission expires: Oct 19, 1986 (Affix Seal)

Notary Public

~~unimproved~~(X)

This is improved (X) property, known as 123 Clarendon Avenue, Nashville, Tennessee 37205
(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 for 1983 taxes, which are assumed by Grantee, and all easements of record.

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 Frank A. Berry, 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:*

for the sum of $130,000.00

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 ~~XXXXXX~~, 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

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.

BOOK 6086 PAGE 181

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 29 *day of* June *19* 83

Carolyn Lusk Barr
Carolyn Lusk Barr

Michael D. Callaway
Michael D. Callaway

Carolyn L. Callaway
Carolyn L. Callaway

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Madge D. Thomas *, a Notary Public in and for said County and State,* Carolyn Lusk Barr

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

Witness my hand and official seal at Nashville, *Tennessee, this* 29 *day of* June *, 19* 83.

NOTARY PUBLIC DAVIDSON CO.

Madge D. Thomas
Notary Public

Commission expires Oct 19, 1986

STATE OF TENNESSEE }

COUNTY OF DAVIDSON }

BOOK 6086 PAGE 182

Personally appeared before me, Madge D. Thomas, *a Notary Public in and for said County and State,* Michael D. Callaway and Carolyn I. Callaway

the within named 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* 29 *day of* June, *19* 83.

Madge D Thomas *Notary Public*

NOTARY PUBLIC DAVIDSON COUNTY TENN.

Commission expires Oct 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 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 .....

INSTALLMENT DEED

FROM

Carolyn Lusk Barr

TO

Michael D. Callaway
and
Carolyn I. Callaway

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 _____ BOOK 6086 PAGE 183

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
			130000.00-	CO
			130000.00-	MO
			336.00	CO TX
			128.00	MO TX
			.50	PRFEE
			12.00	WDEED
				CHECK 478.50-
			8274A06/30/83	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 57311

IDENTIF. REFERENCE

JUN 30 2 44 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 960108