INSTALLMENT DEED BOOK 6093 PAGE 640

For and in Consideration of the sum of Seventeen Thousand Six Hundred Forty Two & 07/100----------($17,642.07)-------- Dollars,

of which Five Hundred----------($500.00)--------- Dollars,

has been paid in cash by William T. Clinard and Thomas L. Hopper, Sr.

the receipt of which is hereby acknowledged, and for the remainder Seventeen Thousand One Hundred Forty Two & 07/100------($17,142.07 Dollars,

the said William T. Clinard and Thomas L. Hopper, Sr. have assumed and agree to pay the balance of a first mortgage in the balance principal amount of $11,142.07 with interest from July 15, 1983 payable at the rate of $200.00 per month on the unpaid principal balance with interest at 13% per annum to be first deducted and the balance thereof applied to principal, and for the balance of $6,000.00 grantees have executed and delivered their promissory real estate lien note in the amount of $2,000.00 payable on August 11, 1983, and for the balance amount of $4,000.00 grantees have executed and delivered their promissory real estate lien note payable on January 11, 1984 or sooner in the event grantees herein resell the property.

Grantors have the privilege of removing dining room chandelier and to remove the window air conditioner.

It is agreed that taxes for 1983 will be prorated on the date that the $4,000.00 note is paid by grantees.

all of said notes bearing [illegible] 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, we, Charles R. White and Velma L. White

have this day bargained and sold, and do hereby transfer and convey unto the said William T. Clinard and Thomas L. Hopper, Sr. their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being the westerly 62½ ft. of the southerly 150 ft. of Lot No. 58 on the Plan of Stratton and Seymour's Addition to Edgefield, now East Nashville, as of record in Book 57, page 23, Register's Office for said County, described as follows:

Beginning on the northerly margin of Chickamauga Ave., at the corner of Lots Nos. 57 and 58; thence with the northerly margin of said Ave., eastwardly 62½ ft.; thence northwardly and parallel with the line between said two lots, 150 ft. to the southerly margin of a proposed alley; thence with same, westwardly 62½ ft.to the line between Lots Nos. 57 and 58; thence with said line, southwardly 150 ft. to the beginning.

Being the same property conveyed to Charles R. White and Velma L.White by Installment Deed from L. F. Vantrease and wife, Eva Juanita Vantrease of record in Book 5293, page 675, R.L.D.C.,Tenn. and the Quit Claim Deed of record in Book 5741, page 711, R.O.D.C., Tenn.

It is further understood between the parties that Grantors lease the property at $300.00 per month rent beginning August 15, 1983 until such time as the property is sold but not beyond January 11, 1984

It is further agreed that grantors herein may move at any time prior to January 11, 1984 and will be liable for rent at $300.00 per month beginning August 15, 1983 on a prorata basis for the number of days that they actually occupy the premises.

It is further agreed that grantors herein reserve the right to take certain flowers and shrubs from the front yard by Sept. 1, 1983 or they will receive $200.00 after that date if house sells with the flowers and shrubs still remaining.

This is unimproved ( ) improved (X) property, know as 1013 Chickamauga Ave. Nashville, Tenn.
(House Number) (Street) P. O. Address (City or Town) (Zip Code)

07/13/73.45- CHECK

1239

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said William T. Clinard and Thomas L. Hopper, Sr., their 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 as herein stated.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said William T. Clinard and Thomas L. Hopper, Sr., 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 William T. Clinard and Thomas L. Hopper, Sr.

do hereby transfer and convey unto J. B. Watson, Jr., 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 William T. Clinard and Thomas L. Hopper, Sr.

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 $ value 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 William T. Clinard and Thomas L. Hopper, Sr. 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; if 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 William T. Clinard & Thomas L. Hopper, Sr. 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 J. B. Watson, Jr., Trustee, shall be vested in said successor.

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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 Charles R. White and wife, Velma L. White and William T. Clinard and Thomas L. Hopper, Sr. hereunto set our hands at Nashville, Tennessee, this the 11th day of July 1983

Charles R. White
Velma L. White
William T. Clinard
Thomas L. Hopper, Sr.

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Edna S. Woods, a Notary Public in and for said County and State, the within named Charles R. White and wife, Velma L. White, and William T. Clinard and Thomas L. Hopper, Sr.

the 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 11th day of July, 1983

Commission Expires 4-20-1986

Edna S. Woods Notary Public.

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 _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 6093 PAGE 643

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)

RUSH

FELIX Z. HILLSMAN, REGISTER
DAVIDSON COUNTY, TN
Jan 13 10 24 AM '83

IDENTIF. REFERENCE

H 5 9 8 7 8

INSTALLMENT DEED

FROM
Charles R. White, et ux

TO
William T. Clinard, et al

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William T. Clinard,et al (NAME)	Same (NAME)	83-5-63
4803 Gallatin Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37216 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

J. B. Watson, Jr., Attorney
3805 Gallatin Road
Nashville, Tenn. 37216

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 17,642.07 Thomas J. Hall, Jr.
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 11th DAY OF July, 19 83

Notary Public

MY COMMISSION EXPIRES: 4-20-1986

(AFFIX SEAL)

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____ BOOK 6093 PAGE 644

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

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

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			17642.07- CO	
			17142.07- MO	
			45.86 CO TX-	
			15.10 MO TX-	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	73.46-
			1228A07/13/83 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 5.9 8 7.8:

IDENTIF. REFERENCE

JUL 13 10 14 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 962982