This instrument prepared by:
Joseph B. Pitt, Jr., Attorney
First American Center
Nashville, Tennessee 37238

Installment Deed

BOOK 6035 PAGE 61

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
David Nelms et ux	SAME	Map 94-1
(NAME:) 1205 Sevier Street	(NAME)	Parcel 74
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee 37206	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Five Thousand Six Hundred Forty Four and no/100------ ($5,644.00) *Dollars, of which* NONE ($0.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Five Thousand Six Hundred Forty Four and no/100 ($5,644.00) *Dollars,*

David Nelms and wife, Mary Nelms *have executed*

their promissory note of even date herewith in the principal amount of $5,644.00, payable to the order of Village Glen Enterprises, Inc., in 156 monthly installments of $59.89 each, which installments include both principal and interest at the rate of 8-1/2% per annum, the first of said installments falling due on September 1, 1983 and the others on the same day of each successive month thereafter until said note is paid in full,

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, Village Glen Enterprises, Inc.

have this day bargained and sold, and do hereby transfer and convey unto the said David Nelms and wife, Mary Nelms

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

Land in Davidson County, Tennessee, being the easterly 50 feet of Lots Nos. 197 and 198, on the plan of Payne, Blakemore and Cummings Addition, as of record in Book 57, page 81, Register's Office for said County, and is described as follows:

Beginning at a point in the northerly margin of Sevier Street, said point being 111 feet easterly from the northeast corner of the intersection of 12th Street and Sevier Street, said point being also the southeast corner of the property conveyed to Clarence E. Varden and wife, by deed from Wesley Allie Dickens and wife, of record in Book 2590, page 167, said Register's Office; thence northerly along Varden's easterly line and along a line parallel to 12th Street, 100 feet to a point in the northerly line of Lot No. 198, Varden's northeast corner; thence easterly with the northerly line of Lot No. 198, 50 feet to a point in the westerly margin of an alley; thence southerly with said margin of said alley, 100 feet to a point, being the northwesterly corner of the intersection of Sevier Street and said alley; thence westerly with the northerly margin of Sevier Street 50 feet to the point of beginning.

Being part of the property conveyed to Village Glen Enterprises, Inc., by deed from E. B. (Esker) Denney (Denny), et al, of record in Book 4271, page 147, Register's Office for said County and by deed of correction in Book 4479, page 6, Register's Office for said County.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 5,644.00

Affiant

Subscribed and sworn to before me, this the 14th day of July 19 83

B. Edwards - Dep. Reg.
Notary Public

My commission expires:

(Affix Seal)

This is improved (X) unimproved ( ) property, known as 1205 Sevier Street, Nashville, Tennessee 37206
(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 David Nelms and wife, Mary Nelms *(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* David Nelms and wife, Mary Nelms *(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 David Nelms and wife, Mary Nelms *hereinafter referred to as trustors, hereby transfer and convey unto* Joseph B. Pitt, 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 $, 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.

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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 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 Their *hand* s *this* 12th *day of* July, 19 83, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

VILLAGE GLEN ENTERPRISES, INC.

By: E. B. Denny President
E. B. Denny, President

x David C. Nelms
David Nelms

x Mary Nelms
Mary Nelms

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, W. W. Robbins, *a Notary Public in and for said County and State,* David Nelms and wife, Mary Nelms

*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* 12th *day of* July, 19 83

Commission expires 9-19-84

W. W. Robbins *Notary Public*

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, W. W. Robbins, *a Notary Public of the State and County aforesaid, personally appeared* E. B. Denny *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Village Glen Enterprises, Inc. *the within named bargainor, a corporation, and that* he *as such* President *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* President

Witness my hand and seal, at office in Nashville TN. *this* 12th *day of* July, 19 83

W. W. Robbins *Notary Public*

Commission expires 9-19-84

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

INSTALLMENT DEED

FROM
Village Glen Enterprises, Inc.

TO
David Nelms and wife, Mary Nelms

RUSH

H 6 0 4 3 4

IDENTIF. REFERENCE

JUL 14 2 32 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37208

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	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
			5644.00- CO	
			5644.00- MO	
			14.56 CO TX	
			3.60 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	24.66-
			1891A07/14/83 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 963624