File

Prepared By:
Alan Mazer
20th Floor, 1st American Center
Nashville, Tn.

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
JAMES SCHOU, et ux	S A M E	
(NAME:) 2222 Wickson Ave.	(NAME:)	119-1
(STREET ADDRESS OR ROUTE NUMBER) Nashville Tn 37211	(STREET ADDRESS)	144
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

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FOR AND IN CONSIDERATION of the sum of TEN THOUSAND AND NO/100---------- ($10,000.00) *Dollars, of which* NO (-0-) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* TEN THOUSAND AND NO/100---------- ($10,000.00) *Dollars,* the Grantees, JAMES SCHOU, et ux CHERYL SCHOU *have executed*

their Installment Deed Note of even date payable to LUTHER E. CANTRELL, JR., in the original sum of $10,000.00.

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, I, LUTHER E. CANTRELL, JR. *have this day bargained and sold, and do hereby transfer and convey unto the said* JAMES SCHOU, et ux CHERYL SCHOU, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

LAND in Davidson County, Tennessee, being the southerly 50 feet of Lot No. 4 on the Map of Resubdivision of Lots Nos. 17, 18 and 19 on the Plan of Cumberland Nurseries, as of record in Book 161, page 166, Register's Office for said County.

SAID part of said lot fronts 50 feet on the easterly side of Wickson Avenue and runs back between lines, 116 feet, more or less, on the north line, and 114 feet on the south line to a dead line on which it measures 50 feet.

INCLUDED in the above description but specifically EXCLUDED therefrom is the following property vested in the State of Tennessee by Consent Judgment of record in Book 4415, page 88, Register's Office for Davidson County, Tennessee.

BEING part of Lot No. 4 on the Map of the Resubdivision of Lots 17, 18, and 19 on the Plan of Cumberland Nurseries as of record in Book 161, page 166, Register's Office for Davidson County, Tennessee.

BEGINNING at a point in the common line between Lots No. 4 and 5 on said plan; thence with said line eastwardly 74 feet to the westerly margin of an alley; thence with said margin northwardly 20 feet to a point; thence south 80 degrees 12 minutes west 78 feet to the point of beginning and containing 738 square feet and being part of the same property conveyed to Frank H. Neal and *

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 10,000.00

Subscribed and sworn to before me, this the 22nd day of July 1983

Affiant

My commission expires: 10/29/86 (Affix Seal)

Notary Public

unimproved ( )
This is improved ( ) property, known as ..... (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 JAMES SCHOU, et ux CHERYL SCHOU *(successors), heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* JAMES SCHOU, et ux CHERYL SCHOU *(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 JAMES SCHOU, et ux CHERYL SCHOU *hereinafter referred to as trustors, hereby transfer and convey unto* SATURN & MAZER *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 $UNPAID BALANCE *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.*

07/26 40.50 - CHECK

4658

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.

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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 hand this 22nd day of July, 1983, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

James Schon
Cheryl Schon

Luther E. Cantrell
Barbara R. Cantrell

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned *a Notary Public in and for said County and State,* Luther E. Cantrell, Jr., et ux, Barbara R. Cantrell, and James Schon, et ux, Cheryl Schon

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 22nd *day of* July, *19*83.

Commission expires 10/19/86

Notary Public

wife, Margarite Louise Neal, by deed from Kim F. Jew and wife, as of record in Book 4085, page 542, Register's Office for Davidson County, Tennessee.

The above described property is hereby condemned in fee simple. It is to be used for the construction of a controlled access highway and all right of ingress and egress to, from and across the same to and from abutting lands is hereby condemned.

BEING the same property conveyed to Luther E. Cantrell, Jr., by deed from Frank H. Neal and wife, Margaret Louise Neal of record in Book 4536, page 6, Register's Office for Davidson County, Tennessee.

INSTALLMENT DEED

FROM

TO

FELIX Z. ZEIGLER, JR.
DAVIDSON COUNTY, TENN.
JUL 26 9 39 AM '83

IDENTIFICATION REFERENCE

H 6 2 7 5 4

Compliments of
Chicago Title
Insurance Company
American Trust Bldg.—S. W. Corner
Third & Union
NASHVILLE, TENNESSEE 37201

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF_____

FOR_____

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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
			10000.00- CO	
			10000.00- MO	
			26.00 CO TX	
			8.00 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	40.50-
4658A	07/26/83		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 6 2 7 5 4

IDENTIF. REFERENCE

JUL 26 9 39 AM '83

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 966318