INSTALLMENT DEED

BOOK 6180 PAGE 307

For and in Consideration of the sum of FORTY-SIX THOUSAND AND NO/100 ($46,000.00) Dollars, of which ONE THOUSAND AND NO/100 ($1,000.00) Dollars, has been paid in cash by JERRY LEE MAYBERRY the receipt of which is hereby acknowledged, and for the remainder FORTY-FIVE THOUSAND AND NO/100 ($45,000.00) Dollars, the said JERRY LEE MAYBERRY has

executed his Promissory Note of even date herewith in the amount of $45,000.00 payable at the rate of $492.84 per month for 35 years, said Note to bear interest at the rate of 13% per annum on the unpaid balance,

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, ALBERT LUCIEN DALE AND WIFE, MILDRED B. DALE

have this day bargained and sold, and do hereby transfer and convey unto the said JERRY LEE MAYBERRY, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being part of Lots Nos. 11 and 12 on the Final Plan of Joywood Heights, Section III, not of record, described according to a survey made by W. W. Turner, Engineers, January 15, 1948, being also known as Lot No. I on the Plan of a resubdivision of said Lots No. 11 and 12, not of record, described according to a survey made by Stephen A. Draper, Surveyor, March 23, 1956. Beginning on the easterly margin of Jones Avenue, at its intersection with the northwesterly line of the property conveyed to Harold W. Hitt and wife, of record in Book 2105, Page 14, said Register's Office; thence with said line north 56 degrees 30' East 169.8 feet to an iron pin at the corner of Lots Nos. 1 and 2 on said unrecorded re-subdivision; thence with the line between said two lots north 39 degrees West 158 feet to an iron pin on the southeasterly margin of Jones Avenue, as re-located; thence with the margin of same and around a slight curve, southwardly 220 feet to the beginning.

Being the same property conveyed to Albert Lucien Dale by deed from Winfred W. Reynolds and wife, Mary L. Reynolds of record in Book 2863, Page 145, said Register's Office.

This is unimproved ( ) improved (XX) property, known as 2829 Jones Avenue, Nashville, Tennessee 37207
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

4424

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Jerry Lee Mayberry, his 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 Jerry Lee Mayberry, his 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, I, the said Jerry Lee Mayberry

do hereby transfer and convey unto James C. Dale, III, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Jerry Lee Mayberry 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 $ 45,000.00 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.

I 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 I 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 I, the said Jerry Lee Mayberry 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 I 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; I 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. I 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. I 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 Jerry Lee Mayberry, his 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 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 James C. Dale, III, Trustee, shall be vested in said successor.

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 Albert Lucien Dale and wife, Mildred B. Dale and Jerry Lee Mayberry hereunto set our hands at Nashville, Tennessee, this the 21st day of November 19 83

Albert Lucien Dale
ALBERT LUCIEN DALE

Mildred B. Dale
MILDRED B. DALE

Jerry Lee Mayberry
JERRY LEE MAYBERRY

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Judy M. Butler, a Notary Public in and for said County and State, the within named Albert Lucien Dale and wife, Mildred B. Dale

the 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 21st day of November, 19 83

Judy M. Butler, Notary Public.

Commission Expires 3/30/85

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE
DAVIDSON **County.**

Personally appeared before me, Lucien Dale, a Notary Public in and for said County and State, the within named Jerry Lee Mayberry

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

Witness my hand and official seal at Nashville, Tennessee this 21st day of November, 19 83

Lucien Dale, Notary Public.

Commission Expires 6-1-1987

LUCIEN DALE NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 6180 PAGE 310

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)

H 8 7 8 7 3

IDENTIF. REFERENCE

Nov 22 12 09 PM '83

FELIX Z. ... REGISTER
DAVIDSON COUNTY, TN

RUSH

INSTALLMENT DEED

FROM
ALBERT LUCIEN DALE AND WIFE,
MILDRED B. DALE

TO
JERRY LEE MAYBERRY

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Jerry Lee Mayberry (NAME)	Same (NAME)	Map 60-16
2829 Jones Avenue (STREET ADDRESS OR ROUTE NUMBER)	Same (STREET ADDRESS)	Parcel 144
Nashville, Tn. 37207 (CITY) (STATE) (P. O. ZIP)	Same (CITY) (STATE) (ZIP)	12DZ - 2655

THIS INSTRUMENT WAS PREPARED BY
LUCIEN DALE, ATTORNEY
Suite 205, Ambrose Building
162 Fourth Avenue, North
Post Office Box 2868
Nashville, Tennessee 37219
615/255-7443.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 46,000.00 Jerry Lee Mayberry
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 21st DAY OF November 19 83

Notary Public

MY COMMISSION EXPIRES: 6-1-1987

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

RECEIVED OF _____

FOR _____

BOOK 6180 PAGE 311

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
			46000.00-	CAMT.
			45000.00-	MAMT.
			119.60	CSTAX
			43.00	MSTAX
			.50	PRFEE
			12.00	WDEED
			CHECK	175.10-
4424A	11/22/83		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 8 7 8 7 3

IDENTIF. REFERENCE

Nov 22 12 09 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 995189