INSTALLMENT DEED BOOK 6209 PAGE 437

For and in Consideration of the sum of EIGHTY-SEVEN THOUSAND FIVE HUNDRED ($87,500.00) Dollars, of which TWENTY-TWO THOUSAND FIVE HUNDRED ($22,500.00) Dollars, has been paid in cash by Lorianne Baker and father, Robert E. Baker the receipt of which is hereby acknowledged, and for the remainder SIXTY-FIVE THOUSAND ($65,000.00) Dollars, the said Lorianne Baker and father, Robert E. Baker have executed their Promissory Note of even date herewith in the amount of $65,000.00 payable at the rate of $780.11 per month for 15 years, said Note to bear interest at the rate of 12% per annum on the unpaid balance,

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IDENTIF. REFERENCE
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DAVIDSON COUNTY, TN
RUSH

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, Jesse Q. Seawell, III and wife, Brenda T. Seawell

have this day bargained and sold, and do hereby transfer and convey unto the said Lorianne Baker and father, Robert E. Baker, as joint tenants, expressly with the right of survivorship in the survivor, in event of death of either Grantee, certain real estate in Davidson County, Tennessee, as follows:

Being the north 45.7 feet of Lot No. 2 on the Plan of Victoria Place, as of record in Book 332, Page 10, Register's Office for said County.

Said part of said Lot No. 2 fronts 45.7 feet on the easterly side of Belmont Boulevard and runs back between parallel lines, 160 feet to an alley, together with an easement through, over and across the four feet of the adjoining property as set out in an agreement between W. W. Wilkerson and Mrs. Anna T. Hill, as of record in Book 1283, Page 111, said Register's Office.

Being the same property conveyed to Jesse Q. Seawell, III and wife, Brenda T. Seawell, by deed from Beatrice B. Seawell, as of record in Book 5601, Page 112, said Register's Office.

This conveyance is made subject to an easement for a joint driveway as set out in agreement between W. W. Wilkerson and Mrs. Anna T. Hill, as of record in Book 1283, Page 111, Register's Office for Davidson County, Tennessee, and in the deed of record in Book 1066, Page 237, to E. S. Cooper and wife, an easement for a driveway 10 feet wide over the land in question was reserved.

This is unimproved ( ) improved (XX) property, known as 2706 Belmont Boulevard, Nashville, Tennessee 37212
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

01/05/2004 03:00 CHECK

4429

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Lorianne Baker and father, Robert E. Baker, 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Lorianne Baker and father, Robert E. Baker, 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 in hand paid, we, the said Lorianne Baker and father, Robert E. Baker

do hereby transfer and convey unto Lucien Dale, 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 Lorianne Baker and father, Robert E. Baker

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 $65,000.00 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.

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 Lorianne Baker and father, Robert E. Baker 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; 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 Lorianne Baker and father, Robert E. Baker, their 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 Lucien Dale, 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 Jesse Q. Seawell, III and wife, Brenda T. Seawell and Lorianne Baker and father, Robert E. Baker hereunto set our hands at Nashville, Tennessee, this the 30th day of December 19 83

Jesse Q. Seawell, III

Brenda T. Seawell

Lorianne Baker

Robert E. Baker

STATE OF ~~TENNESSEE~~ TEXAS

~~DAVIDSON~~ ~~COUNTY~~

COUNTY OF TARRANT

Personally appeared before me, DOTT L. HUGHES, a Notary Public in and for said County and State, the within named Jesse Q. Seawell, III, et ux, Brenda T. Seawell

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 Texas ~~Tennessee~~, this 30th day of December, 19 83

Dott L. Hughes, Notary Public.

Commission Expires October 31, 1984

STATE OF TENNESSEE

DAVIDSON County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named Lorianne Baker and father, Robert E. Baker

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 30th day of December, 19 83

Lucien Dale, Notary Public.

Commission Expires June 1, 1987

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 6209 PAGE 440

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)

INSTALLMENT DEED

FROM

JESSE Q. SEAWELL, III AND WIFE,
BRENDA T. SEAWELL

TO

LORIANNE BAKER AND FATHER,
ROBERT E. BAKER

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Lorianne Baker and father, Robert E. Baker (NAME)	Same (NAME)	Map 117-4
Lorianne Baker 2706 Belmont Boulevard (STREET ADDRESS OR ROUTE NUMBER)	Same (STREET ADDRESS)	Parcel 200 #00570-24W
Nashville, Tennessee 37212 (CITY) (STATE) (P. O. ZIP)	Same (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
LUCIEN DALE, ATTORNEY
Suite 205, 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

$ 87,500.00 Lorianne Baker
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28 DAY OF December, 1983

Lucien Dale
Notary Public

MY COMMISSION EXPIRES: June 1, 1987

(AFFIX SEAL)

STATE OF TENNESSEE

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 6209 PAGE 441

RECEIVED OF _____

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

87500.00- CAMT.
65000.00- MAMT.
227.50 CSTAX
63.00 MSTAX
.50 PRFEE
12.00 WDEED
CHECK 303.00-
4429A01/06/84 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

A96004

IDENTIF. REFERENCE

JAN 6 12 23 PM '84

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 4899