Instrument 2778

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Dora Alice Baggett	Same	119-5-48
(NAME)	(NAME)	
2322 Foster Avenue		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

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FOR AND IN CONSIDERATION of the sum of Thirty-Five Thousand and No/100 ($35,000.00) Dollars, of which Four Thousand and No/100 ($4,000.00) Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Thirty-One Thousand and No/100 ($31,000.00) Dollars,

Dora Alice Baggett and Vernon Baggett have executed

a note of even date herewith to Gordon W. Dennison, et ux Mai Dennison in the amount of $31,000.00 payable in 180 monthly installments of $333.12 beginning on the 1st day of April, 1984 and which includes principal and interest of ten percent (10%) per annum.

Said note requires payment in full upon any transfer, sale or other disposition unless prior written consent of the holder of said note has been secured,

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, Gordon W. Dennison, et ux, Mai Dennison

have this day bargained and sold, and do hereby transfer and convey unto the said Dora Alice Baggett, a married person, for her sole and separate use,

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

Land in Davidson County, Tennessee, being Lot No. 1, on the map of the re-subdivision of Lots 7, 8, 9, and 10 and parts of Lots 6, 11, 12, and 13, Cumberland Nursery, as of record in Book 332, Page 36, Register's Office, Davidson County, Tennessee.

Said Lot No. 1 fronts 56 feet on the Easterly side of Foster Street and runs back between parallel lines with the Northerly margin of Peachtree Street, 150 feet to an alley.

Being the same property conveyed to G. W. Dennison and wife, Mai Dennison, by State Mutual Building and Loan Association by Deed of record in Book 910, Page 511, Register's Office for Davidson County, Tennessee.

NOTE: The parties hereto, as evidenced by their signatures below, and for considerations given and received, agree that the above described premises may not be sold, transferred, conveyed, disposed of or encumbered further without prior written consent of Gordon W. Dennison and Mai Dennison.

STATE OF TENNESSEE
COUNTY OF Davidson

The actual consideration or value whichever is greater, for this transfer is $ 35,000.00

Subscribed and sworn to before me, this the 2 day of March 1984

Dora A. Baggett
Affiant

My commission expires: 3-20-84
(Affix Seal)

Notary Public

This is improved (X) unimproved ( ) property, known as 2322 Foster Avenue, (House Number) (Street) Nashville, TN 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 Dora Alice Baggett her (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 and our heirs and representatives, to warrant and forever defend the title to said real estate to said Dora Alice Baggett, her (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 Dora Alice Baggett, with the joinder of Vernon Baggett to release all rights, including marital rights, in the premises hereinafter referred to as trustors, hereby transfer and convey unto Ray Tarkington, 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 $ 35,000.00, 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

...trustors further covenant to pay when due all taxes, assessments (whether general or special, and by any thereof ... 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 just 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 our hands this 2nd day of March, 1984, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Gordon W. Dennison, Seller

Mai Dennison, Seller

Dora Alice Baggett & Vernon Baggett, Trustor

Vernon Baggett, Husband of Dora Alice Baggett, joins herein solely for the purpose of conveying and releasing all rights he has in and to the premises conveyed herein, including marital rights.

THIS INSTRUMENT WAS PREPARED BY: Joe Saperstein

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Gordon W. Dennison, Mai Dennison, Dora Alice Baggett and Vernon Baggett

the within named 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* 2nd *day of* March, 1984

Notary Public

NOTARY PUBLIC AT LARGE, STATE OF TENNESSEE

Commission expires 3-20-84

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, *a Notary Public of the State and County aforesaid, personally appeared* _____ *with whom I am 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 _____

RUSH

IDENTIF. REFERENCE

FEE $ 6.00 MAR 5 3 04 PM '84 REGISTER DAVIDSON COUNTY, TN

10 6737

7594 03/05 126.50- CHECK

INSTALLMENT DEED

FROM

TO

TITLE INSURED BY POLICY NUMBER:

Title Associates, Inc. Livery of Seizin

Compliments of

Title Associates, Inc.

REPRESENTING

LIFE TITLE INSURANCE
Company of New York

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
			35000.00- CAMT.	
			31000.00- MAMT.	
			91.00 CSTAX	
			29.00 MSTAX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	126.50-
7594A	03/05/84		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7 3 7

I 0 6

IDENT. REFERENCE

MAR 5 3 04 PM '84

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 17669