This instrument was prepared by
KENNETH M. BALLEW, Attorney at Law
333 Gallatin Rd. Madison, TN 37115

# Installment Deed

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Lawrence P. Rainey et ux | same | 034-5-65 |
| (NAME) | (NAME) | |
| 1601 Monticello Avenue | | |
| (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | BOOK 6261 PAGE 916 |
| Madison, Tn. 37115 | | |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

*FOR AND IN CONSIDERATION of the sum of* SIXTY TWO THOUSAND, FIVE HUNDRED AND NO/100 ($62,500.00) ---------- *Dollars,*

*of which* TWENTY FIVE THOUSAND AND NO/100 ---------- ($25,000.00) ---------- *Dollars, has been paid in cash,*

*the receipt of which is hereby acknowledged, and for the remainder* THIRTY SEVEN THOUSAND, FIVE HUNDRED AND NO/100 ($37,500.00) ---------- *Dollars,*

Lawrence P. Rainey and wife, Mary B. Rainey *ha* ve *executed*

their one joint promissory note of even date herewith payable to the order of James E. Yarbro and wife, Shirley Yarbro, according to the terms and conditions contained therein;

*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,* We, JAMES E. YARBRO and wife, SHIRLEY YARBRO,

*have this day bargained and sold, and do hereby transfer and convey unto the said* LAWRENCE P. RAINEY and wife, MARY B. RAINEY,

their *(successors), heirs and assigns,*

*certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being the northerly 27 feet of the westerly part of Lot No. 36 and the southerly part of the westerly part of Lot No. 38 on the Plan of Bransford Realty Company's Alta Loma Subdivision as of record in Book 421, page 44, Register's Office for said County, described according to a survey made by Jas. A. Hamilton, Jr., Surveyor, April 3, 1959, as follows:

Beginning in the center of Monticello Avenue at the northwest corner of the property conveyed to Frank A. Farley and wife, by deed from Jack Boyd, Jr., and wife, of record in Book 2809, page 279, said Register's Office, said point being 27 feet south of the corner of Lots Nos. 36 and 38; thence with the northerly line of said Farley property eastwardly 460 feet to the westerly line of the property conveyed to Frank Farley and wife by deed from Jack Boyd, Sr., and wife, of record in Book 2881, page 487, said Register's Office; thence with said line northwardly 75.74 feet to the southerly line of the property conveyed to Geo. P. Howell et al, by deed from Jack Boyd and wife, of record in Book 2451, page 513, said Register's Office; thence with said line westwardly to the southeast corner of the property conveyed to James C. Ferguson et ux, by deed from Jack Boyd et ux, of record in Book 2598, page 623, said Register's Office, continuing in the same direction and with the southerly line of said Ferguson property, in all 461.97 feet, more or less, to the center of Monticello Avenue; thence with the center of said Avenue southwardly 129 feet, more or less, to the beginning.

04/02 207.50- CHECK

5085

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 62,500.00

Subscribed and sworn to before me, this the 30th day of March 19 84

Affiant

My commission expires: July 18, 1987

(Affix Seal)

Notary Public

Being the same property conveyed to James E. Yarbro and wife, Shirley A. Yarbro, by deed from Thomas H. Moon and wife, Ann Rawls Moon, of record in Book 4404, page 532, Register's Office for Davidson County, Tennessee.

RUSH

APR 2 11 37 AM '84
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

IDENTIF. REFERENCE

11 2736

unimproved ( )
This is improved (X) property, known as Monticello Avenue
(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* Lawrence P. Rainey and wife, Mary B. Rainey their *(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* Lawrence P. Rainey and wife, Mary B. Rainey, their *(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* Lawrence P. Rainey and wife, Mary B. Rainey *hereinafter referred to as trustors, hereby transfer and convey unto* Harlan Dodson, III, *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 $_____, but 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 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 Register's 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.*

*IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the* 30th *day of* March, *19* 84.

James E. Yarbro

Shirley Yarbro

Lawrence P. Rainey

Mary B. Rainey

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* the undersigned, *a Notary Public in and for said County and State,* James E. Yarbro and wife, Shirley Yarbro; Lawrence P. Rainey and wife, Mary B. Rainey;

*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* Madison, *Tennessee, this* 30th *day of* March, *19* 84.

TOD W. PATE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Floyd W. Pate *Notary Public*

*Commission expires* July 18, 1987

**OFFICIAL RECEIPT**

**FELIX Z. WILSON, II**

**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

RECEIVED OF _____

FOR _____

BOOK 6261 PAGE 919

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | 62500.00- CAMT. | |
| | | | 37500.00- MAMT. | |
| | | | 162.50 CSTAX | |
| | | | 35.50 MSTAX | |
| | | | .50 PRFEE | |
| | | | 9.00 WDEED | |
| | | | CHECK | 207.50- |
| | | | 5085A04/02/84 BAL | .00 |

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

I 1 2 7 3 6

IDENTIF. REFERENCE

APR 2 11 37 AM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

**No. 24947**