Installment Deed

BOOK 6310 PAGE 13

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Dwana D. Wherry	Same	Map 82-16
(NAME)	(NAME)	
820 Woodland Street		Par. 85
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37206		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of FORTY THOUSAND AND NO/100 ($40,000.00) *Dollars,*
of which TEN THOUSAND AND NO/100 ($10,000.00) *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder THIRTY THOUSAND AND NO/100 ($30,000.00) *Dollars,*
Dwana D. Wherry *has executed*
an installment deed note upon the following terms: Whereas, Dwana D. Wherry is indebted to Eunice H. Brown, a widow, in the principal amount of Thirty Thousand and No/100 ($30,000.00) Dollars, as evidenced by note of even date herewith, executed by Dwana D. Wherry, payable to the order of Eunice H. Brown in the principal amount of Thirty Thousand and No/100 ($30,000.00) Dollars, payable as follows: On the 1st day of July, 1984, the sum of Three Hundred Twenty-Two and 39/100 ($322.39) Dollars, and thereafter 179 equal monthly installments in a like amount on the 1st day of each succeeding month which includes interest at the rate of ten (10%) per cent per annum, with the final payment due on June 1, 1999,

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, Eunice H. Brown, a widow,
have this day bargained and sold, and do hereby transfer and convey unto the said Dwana D. Wherry, a single person,
the Grantees herein, their (successors), heirs and assigns,
certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 20 on the Map of Kinnaird and Bransford Subdivision, as of record in Book 57, page 156, Register's Office for Davidson County, Tennessee.

Said Lot No. 20 fronts 50 feet on the southerly side of Woodland Street and runs back between parallel lines 170 feet to an alley.

Being the same property conveyed to Harry C. Brown and wife, Eunice H. Brown (the said Harry C. Brown having since died), by deed from T. A. Huggins et al, Trustees of the Russell Street Church of Christ, Nashville, Tennessee, of record in Book 1680, page 564, said Register's Office.

I 2 7 3 5 7

IDENTIFICATION REFERENCE

Jun 6 3 23 PM '84

RUSH

This instrument prepared by:
SCHULMAN, LE ROY & BENNETT, P. C.
P. O. BOX 2707
NASHVILLE, TENN. 37219

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 40,000.00

Subscribed and sworn to before me, this the 6th day of June 19 84

Edward D. Lukens
Affiant

My commission expires: 4-21-84
(Affix Seal)

Notary Public

unimproved ( )
This is improved (X) property, known as 820 Woodland Street, Nashville, Tennessee
(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 Grantees 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 Grantees, 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 installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto Gary S. Rubenstein, *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:*

30,000.00

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 $....., 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 agree to pay all taxes and assessments thereon, general or special, and to pay them when and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, 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.

BOOK 6310 PAGE 15

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 6th *day of* June, *19*84

Eunice H. Brown

Eunice H. Brown, a widow

Dwana D. Wherry

Dwana D. Wherry, a single person

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 6th day of June, 1984, before me personally appeared Eunice H.Brown, a widow, and Dwana D. Wherry, a single person, to me known, or proved to me on the basis of satisfactory evidence to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal at Nashville, Tennessee, this 11th day of June, 1984.

Notary Public

Commission Expires:
4-21-85

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

BOOK 6310 PAGE 16

CO -CONVEYANCE	CC -CERTIFIED COPY	MISC -MISCELLANEOUS
MO -MORTGAGE	REL -RELEASE	COTX -STATE TAX CONVEY
WD -WARRANTY DEED	UCC -UNIFORM COMMERCIAL CODE	MOTX -STATE TAX MORT
TD -TRUST DEED		PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			40000.00- CAPT.	
			30000.00- MAMT.	
			104.00 CSTAX	
			28.00 MSTAX	
			.50 PRFEE	
			5.00 WDEED	
			CHECK	141.50-
			2886406/06/84 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 27357

IDENTIF. REFERENCE

JUN 6 3 28 PM '84

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No.0042253