INSTALLMENT DEED

BOOK 6330 PAGE 449

For and in Consideration of the sum of ONE HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 ($127,500.00)----------Dollars, of which TWELVE THOUSAND SEVEN HUNDRED FIFTY AND NO/100($12,750.00) Dollars, has been paid in cash by DOUGLAS S. HALL the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED FOURTEEN THOUSAND SEVEN HUNDRED FIFTY AND NO/100 ($114,750.00)----------Dollars, the said DOUGLAS S. HALL has executed a Promissory Note of even date herewith in the amount of ONE HUNDRED FOURTEEN THOUSAND SEVEN HUNDRED FIFTY AND NO/100 ($114,750.00) DOLLARS bearing interest at twelve (12%) per cent per annum and payable at the rate of ONE THOUSAND TWO HUNDRED SIXTY-THREE AND 50/100 ($1,263.50) DOLLARS per month for two hundred forty (240) months;

It is understood that the above-mentioned financing is a wrap around mortgage of an original first mortgage of record in Book 4767, Pages 706, 714, and 716, Register's Office for Davidson County, Tennessee.

The financing created by this instrument is assumable to future Grantees without change in interest rate or terms, subject only to credit worthiness as adjudged by Seller herein.

and to secure the payment of the debt hereinabove set out together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained on the land herein conveyed,

CLAUDINE M. DALE, has/does this day bargained and sold, and hereby transfer and convey unto the said DOUGLAS S. HALL, his heirs and assigns,

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

Being Lots Nos. 12, 14, and 18, of Block "B" Eastlawn Subdivision of record in Plat Book 547, Pages 153 and 154, Register's Office for said County.

Each lot fronts 50 feet on the southerly side of Welworth Avenue or Street and runs back 120 feet to a dead line.

Being three of five lots conveyed to Claudine M. Dale by Warranty Deed from George D. Jennings of record in Book 5488, Page 36, Register's Office for Davidson County, Tennessee.

The property conveyed hereunder is encumbered by liens evidenced by instruments of record in Book 4767, Pages 706, 714 and 716, and it is understood that the Grantee herein has not and does not become liable in any way to anyone for any indebtedness for or under said instrument including interest or other sums payable by reason of said mortgage. Grantor, Claudine M. Dale, will apply Grantee's payments hereunder to the payment of the indebtedness under said instrument and if the Grantor fails in this performance the Grantee may make his payments directly to the lender hereunder.

This is unimproved ( ) improved (XX) property, known as 130-132 Welworth Street, Madison, Tn. 37115; 138-140 Welworth Street, Madison, Tn. 37115; 154-156 Welworth Street, Madison, Tn. 37115
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

07/03 486.70- CHECK

487

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said DOUGLAS S. HALL, his heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said DOUGLAS S. HALL, 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 in hand paid, I, the said DOUGLAS S. HALL, 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.

I, the said DOUGLAS S. HALL 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 the insurable value 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 interest 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 DOUGLAS S. HALL 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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 DOUGLAS S. HALL 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 CLAUDINE M. DALE AND HUSBAND OLIVER H. DALE and DOUGLAS S. HALL

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hereunto set our hands at Nashville, Tennessee, this the 29th day of June 19 84

OLIVER H. DALE, husband of Grantor, joins in this conveyance to divest himself of any possible marital interest.

Claudine M. Dale
CLAUDINE M. DALE

Oliver H. Dale
OLIVER H. DALE

Douglas S. Hall
DOUGLAS S. HALL

STATE OF TENNESSEE

DAVIDSON **County**

Personally appeared before me, Lucien Dale, a Notary Public in and for said County and State, the within named CLAUDINE M. DALE AND HUSBAND, OLIVER H. DALE and DOUGLAS S. HALL,

the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 29th day of June, 19 84

Lucien Dale, Notary Public.

Commission Expires 6-1-1987

STATE OF TENNESSEE

_____ **County.**

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____,

with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of the _____, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19 ____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE
COUNTY OF _____

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Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of _____, the within named bargainor, a partnership and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as a partner.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19 ____

_____, Notary Public.

Commission Expires _____

RUSH

RECEIVED FOR RECORD
JUN 29 11 10 AM '84
DAVIDSON COUNTY, TN.

IDENTIFICATION REFERENCE

133735

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
DOUGLAS S. HALL (NAME)	DOUGLAS S. HALL (NAME)	Map 34-## 13
5040 Kingsview Ct (STREET ADDRESS OR ROUTE NUMBER)	same (STREET ADDRESS)	Par. 102, 104
Nashville, TN 37220 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	and 108

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

$ 127,500.00 Affiant Lucien H. Dale

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29th DAY OF June, 19 84.

Lucien Dale
Notary Public

MY COMMISSION EXPIRES: 6-1-1987

(AFFIX SEAL)

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

BOOK 6330 PAGE 453

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			127500.00-	CAMT.
			114750.00-	MAMT.
			331.50	CSTAX
			112.70	MSTAX
			.50	PRFEE
			12.00	WDEED
				CHECK 456.70-
			0487A07/03/84	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 3 3 7 3 5

IDENTIF. REFERENCE

JUL 3 11 19 AM '84

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 0049641