INSTALLMENT DEED

Map 81-11 par 275

BOOK 6333 PAGE 917

For and in Consideration of the sum of $21,500.00

(Twenty-one Thousand Five Hundred and No/100----------Dollars,

of which $1,200.00 (One Thousand Two Hundred and No/100----------Dollars,

has been paid in cash by Walter Word and wife, Mary Word

the receipt of which is hereby acknowledged, and for the remainder $20,300.00

(Twenty Thousand Three Hundred and No/100----------Dollars,

the said Walter Word and wife, Mary Word has

executed this note in the amount of $20,300.00 financed by Seller's in monthly payments of $308.25 per month including principle and interest at 12% per annum, this being a nine (9) year term. A escrow payment of $36.00 per month for taxes and insurance will be paid along with the Note payment each month making the total monthly payment of $344.25 per month. The first payment due on the 1st day of July, 1984, and one on each successive 1st day of each month, until balance is paid in full.

12% interest per annum

all of said notes bearing ~~six per cent interest~~ from date, 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, We, William L. Ballard and wife, Portia M. Ballard

have this day bargained and sold, and do hereby transfer and convey unto the said Walter Word and wife, Mary Word their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being the southerly half of Lot No. 372 on the Plan of McGavock, Wetmore and others Second Addition to Nashville called the addition to the town of McGavock, of record in Book 21, page 41, Register's Office, Davidson County, Tennessee.

Said part of Lot 372 fronts 50 feet on the easterly side of 17th Avenue, North, formerly James Street, and runs back between parallel lines 170 feet to an alley.

Being the same property conveyed to William L. Ballard and wife, Portia M. Ballard by Quitclaim Deed from H. E. Dixon and wife, Joyce Dixon, as of record in Book 6234, page 659, Register's Office for said County.

I 34820

IDENTIF. REFERENCE

JUL 9 2 43 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

This is improved (X) unimproved ( ) property, know as 1620-17th Avenue North, Nashville, TN 37208
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

1916

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Walter Word and wife, Mary Word 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 heirs and representatives, to warrant and forever defend the title to said real estate to said Walter Word and wife, Mary Word 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 him in hand paid, we, the said Walter Word and wife, Mary Word

do hereby transfer and convey unto H. E. Dixon, 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 Walter Word and wife, Mary Word 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 $ 20,300.00 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 Walter Word and wife, Mary Word 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 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 H. E. Dixon, 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. BOOK 6335 PAGE 919

IN WITNESS WHEREOF, we, the said William L. Pallard and wife, Portia M. Ballard and Walter Word and wife, Mary Word

hereunto set our hands at Nashville, Tennessee, this the 6th day of June 19 84

William L Ballard
WILLIAM L. BALLARD, SELLER

Portia M. Ballard
PORTIA M. BALLARD, SELLER

Walter Word
WALTER WORD, BUYER

Mary Word
MARY WORD, BUYER

STATE OF TENNESSEE
Virginia
Arlington
~~Davidson~~ County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named William L. Ballard and wife, Portia M. Ballard

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 Arlington, Va Tennessee, this day of June, 1984

Commission Expires 8-15-87

Joan M. Whitaker, Notary Public

STATE OF Tennessee
Davidson County.

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Walter Word and wife, Mary Word

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 6 day of June, 1984

Commission Expires 7-21-84

H. E. Dixon, Notary Public

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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
William L. Ballard and wife,

TO
Portia M. Ballard

Walter Word and wife,
Mary Word

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

TOOLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. & Mrs. Walter Word (NAME)	Same (NAME)	81 - 11
1620 - 17th Avenue North (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 275
Nashville, Tennessee 37208 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

JAMES C. EDWARDS
Attorney at Law
2147 Belcourt Avenue
Nashville, Tennessee 37212

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICH EVER IS GREATER, FOR THIS TRANSFER IS

$ 21,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 6th DAY OF June, 1984.

Notary Public

MY COMMISSION EXPIRES: 7-21-84

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF_____

FOR_____

BOOK 6333 PAGE 921

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
			21500.00- CAMT.	
			20300.00- MAMT.	
			55.90 CSTAX	
			18.30 MSTAX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	86.70-
			1916A07/09/84 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 3 4 8 2 0

IDENTIF. REFERENCE

JUL 9 2 43 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No.0051028