BOOK 6351 PAGE 560

3938

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

Charles E. Binkley et ux

TO

Waymon Leroy Rodgers et ux

For draftsman's use

This Instrument Prepared By:
James A. Carney, Attorney
730 Stahlman Building
Nashville, Tn. 37201

08/02 396.20- CHECK

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Waymon Leroy Rodgers	Same	Map 60-4
"Drawer B" (NAME)	(NAME)	Par. 18.1
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	12DZ 43345
Louisville Ky 40219 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

I 4 0 4 3 3

IDENTIF. REFERENCE

AUG 2 10 56 AM '84

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 125,000.00 Jas A Carney
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 2nd DAY OF August, 1984.

W. C. Williams
Notary Public

MY COMMISSION EXPIRES: Aug 4 Key
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of One Hundred Twenty Five Thousand and No/100 $125,000.00 DOLLARS

of which $ 10,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have assumed the balance due on a Vendor's Lien note executed by Charles E. Binkley et ux, payable to Edna V. Cofer, recorded in Book 5414, Page 730, R.O.D.C., Tn.; and for the remaining balance have executed their note in the principal sum of $ 56,712.72 bearing interest at 8½% per annum, interest to begin accumulating August 1, 1984 and monthly, interest only, payments shall commence on September 1, 1985 in the sum of $423.96 per month, continuing monthly until the first mortgage assumed has been fully paid, after which the monthly payments on this Vendors Lien note will increase to $738.56 per month and continue in a like sum until fully paid. A late charge in the sum of 5% will be charged and paid on any monthly payments due and not paid on or before 10 days after due date. This Vendors Lien may be paid off in part or full at any time without penalty; however, it may not be assumed by a subsequent party without permission and approval of note holder.*

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

Charles E. Binkley and wife, Dorothy M. Binkley

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Waymon Leroy Rodgers and wife, Fern Lois Rodgers

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Oak Park Commercial Dev., Section 3, of record in Book 4060, Page 120, Register's Office for Davidson County, Tennessee.

Said Lot No. 1 fronts 110.89 feet on the northerly side of Oak Valley Drive, and runs back between lines 163.83 feet on the westerly side and 149.88 feet on the easterly side to a dead line in the rear measuring 137.96 feet thereon.

Being the same property conveyed to Charles E Binkley and wife, Dorothy M. Binkley, by deed from Edna V. Cofer and U. Virginia Cofer, as of record in Book 5414, Page 730, Register's Office for Davidson County, Tennessee.

~~*Subsequent conveyance by grantees without express permission of note holder will accelerate the Vendors Lien note which may be called due on demand.~~

CB BMP WKR

This conveyance and consideration includes the following chattels on which a lien is specifically retained, wear and tear and depreciation excepted: desk & chair, cash register (RC Allen), hair dryers (Realistic)17, 10 styling chairs, 4 shampoo chairs, 4 shampoo bowls, 8 oval wall mirrors, 11 styling stations, 1 display cabinet, 6 plastic chairs, 1 filing cabinet, 1 GE washing machine and 1 whirlpool clothes dryer.

RECORDER'S MEMO: Legibility of Writing, Typing, or Printing on this Document Unsatisfactory When Received.

This is ( ) unimproved (X) improved property, known as 121 (House Number) Oak Valley Drive (Street) Nashville, Tn. 37207 (P. O. Address: City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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 represenatives, to warrant and forever defend the title to the said real estate to said grantees, their 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 us in hand paid, we the said grantees herein do hereby transfer and convey unto E.A.Carney 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 grantees 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 $ Ins. Int. 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. 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 grantees, 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, 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 1st day of August 19 84.

Charles E Binkley
Charles E. Binkley

Waymon L Rodgers
Waymon Leroy Rodgers

Dorothy M Binkley
Dorothy M. Binkley

Fern Lois Rodgers
Fern Lois Rodgers

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me the undersigned authority, a Notary Public in and for said County and State, the within named Charles E. Binkley, Dorothy M. Binkley, Waymon Deroy Rodgers, and Fern Lois Rodgers 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 purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 1st day of August, 19 84.

James A Carney Notary Public

Commission expires 1-19-85

JAMES A. CARNEY NOTARY PUBLIC DAVIDSON

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, _____, a Notary Public of 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 ____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 _____

OFFICIAL RECEIPT

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

RECEIVED OF

BOOK 6351 PAGE 562

FOR

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
			125000.00-	CAMT.
			56712.72-	MAMT.
			325.00	CSTAX
			54.70	MSTAX
			.50	PRFEE
			6.00	WDEED
			CHECK	386.20-
		8938A	08/02/84 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 4 0 4 3 3

IDENTIF. REFERENCE

AUG 2 10 56 AM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No.0057833