BOOK 6432 PG 502

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

MELVIN E. EARLS, JR., and wife

SHARON E. EARLS

TO

BURTON DALE HARRIS and wife

DEBORAH ANN HARRIS

For draftsman's use

This instrument prepared by:

James A. Flexer, Atty
1131 Stahlman Bldg.
Nashville, TN 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Burton Dale Harris, et ux (NAME)	(NAME)	44-5
109 Scenic View Rd. (STREET ADDRESS OR ROUTE NUMBER)	Same (STREET ADDRESS)	Par 20
Old Hickory, TN 37138 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

1 6 5 4 4 7

IDENTIF. REFERENCE

Nov 26 11 31 AM '84

REGISTER
DAVIDSON COUNTY, TN

RUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$38,720.95 Burton Dale Harris
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 26th DAY OF November, 1984

Notary Public

MY COMMISSION EXPIRES: 10-20-87

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Thirty Eight Thousand Seven Hundred and Twenty Dollars and Ninety Five Cents DOLLARS

of which $ 3500.00 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 and agreed to pay the unpaid principal balance of $31,720.95 secured by a Deed of Trust of record in Book 5388, page 409, Register's Office for Davidson County, Tennessee; and for the remainder of which the grantees have executed their promissory note in the principal sum of $3500.00, of even date herewith, which said note is payable to the order of Melvin E. Earls, Jr. and Sharon E. Earls. Said note provides for the payment of attorney's fees, if placed in the hands of an attorney for collection. Said note being payable in monthly installments of $125.05 each, including interest at the rate of 12% per annum on the unpaid principal balance. The first payment is due and payable the 15th day of December, 1984 and a like amount ($125.05) is due and payable on the 1st of each succeeding month, commencing January 1st, 1985, with the final payment being due on the 1st day of August 1987.

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,

Melvin E. Earls, Jr. and wife, Sharon E. Earls

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

Burton Dale Harris and wife, Deborah Ann Harris

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

A tract of land in the 4th Civil District of Davidson County, Tennessee, being Lot No. 76 on the Plan of Scenic View Subdivision, not of record, described according to a survey by Southern Land & Associates, Inc., dated January 15, 1979, as follows:

BEGINNING on the northerly side of Scenic View Road at the corner of Lots Nos. 76 and 77; thence northeasterly with the line between said two Lots 165.2 feet; then northwesterly 95 feet to the corner of Lots Nos. 75 and 76; thence southwesterly 165.9 feet to the northeasterly side of Scenic View Road; thence with the same southeasterly 95 feet to the beginning.

BEING the same property conveyed to Melvin E. Earls, Jr. by deed from James W. Rutherford, Trustee, of record in Book 5780, page 545, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to Melvin E. Earls, Jr and wife, Sharon E. Earls, by deed from James W. Rutherford, Trustee of record in Book 5938, page 740, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 109 Scenic View Road Old Hickory Tennessee 37218
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

7493

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 representatives, 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 James A. Flexer 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 $ insurable amt. 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 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 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 26th day of November 19 84.

Melvin E. Earls, Jr. — Burton Dale Harris

Sharon E. Earls — Deborah Ann Harris

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named Melvin E. Earls, Jr and Sharon E. Earls and Burton Dale Harris and Deborah Ann Harris 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, Davidson County, Tennessee, this 26th day of November, 1984.

Notary Public

Commission expires 10-20-85

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 6432 PAGE 604

FOR _____

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
			38720.95- CAMT.	
			3500.00- MAMT.	
			100.62 CSTAX	
			1.50 MSTAX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK 108.62-	
			9493A11/26/84 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 6 5 4 4 7

IDENTIF. REFERENCE

Nov 28 11 31 AM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No.0087469