Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO	MAP PARCEL NUMBERS
Edward S. Bowers & Janie Nesbitt Bowers (NAME)	Same as new owner (NAME)	11W-38435
1101 32nd Avenue North (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	92-1-63
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

For and in consideration of the sum of Fifty Thousand and no/100 Dollars of which Sixteen Thousand Three Hundred Thirty Four & No/100 is represented by good and valuable consideration the receipt of which is hereby acknowledged and balance of Thirty Three Thousand Seven Hundred Sixty Six & No/100, Ten Thousand cash in hand paid receipt of which is hereby acknowledged and for the remainder of Twenty Three Thousand Seven Hundred Sixty Six & No/100, EDWARD S. BOWERS AND JANIE NESBITT BOWERS have executed one promissory note of even date herewith in the original principal amount of $23,766.00, payable to the order of JANIE THELMA NESBITT in 120 monthly installments of $225.00, each, with the first monthly installment being due on January 10, 1985, and each installment thereafter being due on the 10th day of each succeeding month until the entire sum, including principal and interest at the rate of 10% per annum is paid in full,

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and providing for payment of attorney's fees, as I do secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed. Janie T. Nesbitt

have this day bargained and sold, and do hereby transfer and convey unto the said
Edward S. Bowers (1/3rd undivided interest) and Janie Nesbitt Bowers (2/3rd undivided interest)
(successors), heirs and assigns,
certain real estate in Davidson County, Tennessee, as follows

Land in Davidson County, Tennessee, being Lots Nos. 1 and 2 of Block 33, on the Map of Long & Ashworth's Subdivision of certain Blocks in Midway, of record in Book 57, page 116, Register's Office for said County.

Said lots adjoin and front together 100 feet on the west side of 32nd Avenue North and run back between parallel lines along the north margin of Alameda Avenue 150 feet to an alley.

Being the same property conveyed to Janie T. Nesbitt by deed from Loretta Sue Todd and Clyde J. Kincaide, II, the only heirs-at-law of Helen C. Kincaide, deceased, of record in Book 4417, page 986, Register's Office for Davidson County, Tennessee.

Herbert Nesbitt, husand of Janie T. Nesbitt, joins in this instrument for the purposes of conveying any interest he may have in said property.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 50,000.00

Subscribed and sworn to before me, this the 27th day of December 19 84

Edward S. Bowers
Affiant

My commission expires: 1-18-87
(Affix Seal)

Notary Public

This is improved (X) unimproved ( ) property, known as 1101 32nd Avenue North, 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
Edward S. Bowers and Janie Nesbitt Bowers
(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 unincumbered.*

We *further covenant and bind* ourselves our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Edward S. Bowers and Janie Nesbitt Bowers 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 installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said
Edward S. Bowers and Janie Nesbitt Bowers
hereinafter referred to as trustors, hereby transfer and convey unto William T. Bozeman *, 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:*

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 $ insurable value *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.*

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Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any 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 equity of redemption, statutory right of redemption, homestead, and all other exemptions and rights 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 such litigation.

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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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The words "Trustors" when used herein shall apply to parties both singular and plural.

Witness our *hand* s *this* 27th *day of* December, *19* 84, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Janie T. Nesbitt

Janie T. Nesbitt

Edward S. Bowers

Edward S. Bowers

Herbert Nesbitt

Herbert Nesbitt

Janie Nesbitt Bowers

Janie Nesbitt Bowers

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, Sandra L. Ploucher, *a Notary Public in and for said County and State, the within named* Janie T. Nesbitt and husband, Herbert Nesbitt, Edward S. Bowers and Janie Nesbitt Bowers

the bargainor s, *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* 27th *day of* December, *19* 84.

My commission expires 1-18-87 *Notary Public* Sandra L. Ploucher

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, *a Notary Public of the State and County aforesaid, personally appeared* _____ *and* _____ *with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged* _____ *to be the* _____ *and* _____ *respectively of* _____, *the within named bargainor, a corporation, and that* _____ *as such* _____ *and* _____, *executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said* _____ *as* _____ *and attesting the same by the said* _____ *as* _____

Witness my hand and seal, at office in _____, *this* _____ *day of* _____, *19*_____

_____ *Notary Public*

Commission expires _____

FILED & RECORDED
DAVIDSON COUNTY, TN
DEC 28 9 32 AM '84
REGISTER

IDENTIF. REFERENCE T

I 7 30 56

INSTALLMENT DEED

FROM
Janie T. Nesbitt and
Husband, Herbert Nesbitt

TO
Edward S. Bowers and
Janie Nesbitt Bowers

Prepared by:
William T. Bozeman, Attorney
344 4th Avenue North
Nashville, Tennessee 37219

FILE TICOR TITLE INSURANCE COMPANY

Published by

Ticor Title Insurance Company
Public Square Building
344 4th Avenue North
NASHVILLE, TENNESSEE 37219

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

RECEIVED OF _____

FOR _____

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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
			50000.00- CAMT.	
			23766.00- MAMT.	
			130.00 CSTAX	
			21.80 MSTAX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	158.30-
8991	A	12/28/84	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 7 3 0 5 6

IDENTIF. REFERENCE

Dec 28 9 32 AM '84

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 96724