THOMAS M. EVANS, ATTORNEY
THIRD NATIONAL BANK BUILDING
NASHVILLE, TENNESSEE 37219

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Thomas M. Evans, Jr.	Same	117-06-0
(NAME:)	(NAME:)	
2303 Hampton Avenue		089.00
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN. 37215		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

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FOR AND IN CONSIDERATION of the sum of One Hundred Seventy Thousand ($170,000.00) ---------- *Dollars,*

of which Forty Thousand ($40,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder One Hundred Thirty Thousand ($130,000.00) ---------- *Dollars,*

Thomas M. Evans, Jr. and wife, Susan D. Evans,

have executed

two (2) promissory notes dated December 21, 1984, one in the principal sum of Eighty Four Thousand Dollars ($84,000.00) payable on or before ten (10) years after date, with interest at the rate of ten per cent (10%) per annum payable monthly beginning February 1, 1985, and the second note in the principal sum of Forty Six Thousand Dollars ($46,000.00) payable on or before five (5) years after date, with interest at the rate of ten per cent (10%) per annum payable semi-annually beginning July 1, 1985;

(further provisions of the notes continue on page 2 of this Installment Deed)

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

THOMAS M. EVANS, a widower, has

~~have~~ *this day bargained and sold, and do hereby transfer and convey unto the said*

THOMAS M. EVANS, JR. and wife, SUSAN D. EVANS,

their ~~executors~~, *heirs and assigns,*

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

Land in Davidson County, Tennessee, being part of lots Nos. 23 and 24 on the plan of Hillsboro Heights, not of record, described together according to a survey made by W. B. Southgate, Engineer, May ____, 1910, as follows:
Beginning on the southerly margin of Hampton Avenue, 200 feet west of the westerly margin of 23rd Avenue South; thence with the southerly margin of Hampton Avenue, westwardly 150 feet to the northeast corner of the property conveyed to Lillian G. Card by deed from Loiette Hampton Hume, et al, of record in book 998, page 93, Register's Office for said County; thence with Card's easterly line, southwardly 342 feet, more or less, to the northerly line of lot No. 34; thence with the northerly line of lots Nos. 34 and 35, eastwardly 150 feet to a point 200 feet west of the westerly margin of said 23rd Avenue South; thence northwardly and parallel with the westerly margin of said Avenue, 341.5 feet, more or less, to the beginning.
Being the same property conveyed to Thomas M. Evans and wife, Virginia Richey Evans, by deed from James R. McIlwaine, of record in book 1855, page 389, said Register's Office; the said Virginia Richey Evans having since died.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 170,000.00

Affiant

Subscribed and sworn to before me, this the 21st day of December, 19 84

Notary Public

My commission expires: April 17, 1988
(Affix Seal)

Continuation of note description on page 1:

Except to the extent that if interest is imputed on the note at a rate higher than ten per cent (10%) per annum by the Internal Revenue Code, then the note will bear interest at a rate high enough (but no higher) to avoid the imputation of interest, payable semi-annually for the preceding six (6) months, with the first payment due July 1, 1985, and semi-annual payments on each January 1 and July 1 of subsequent years until the indebtedness is paid in full.

This is improved (X) property, known as 2303 Hampton Avenue, Nashville, Tennessee, 37215.
(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 Thomas M. Evans, Jr. and wife, Susan D. Evans, their *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* Thomas M. Evans, Jr. and wife, Susan D. Evans, 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 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 Thomas M. Evans, Jr. and wife, Susan D. Evans, *hereinafter referred to as trustors, hereby transfer and convey unto* W. Ovid Collins, Jr., *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 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.

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.

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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 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. 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:

statutory right of redemption,

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

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

IN WITNESS WHEREOF the parties to this instrument have signed their names, [illegible] on this the 21st *day of* December, *19*84.

Thomas M. Evans

Thomas M. Evans, Jr.

Susan D. Evans

Susan D. Evans

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary L. Chenault, *a Notary Public in and for said County and State,* Thomas M. Evans, Thomas M. Evans, Jr. and wife, Susan D. Evans, *the within named 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* 21st *day of* December, *19*84.

Mary L. Chenault *Notary Public*

NOTARY PUBLIC

Commission expires April 17, 1988

STATE OF.....
COUNTY OF.....

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....
.....
the within named bargainor....., *with whom I am personally acquainted, and who acknowledged that*..... *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at..... *this*.....*day of*....., *19*.....

.....*Notary Public*

Commission expires.....

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, 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.....

RECEIVED
PEGGY ANDERSON, REGISTER
DAVIDSON COUNTY, TN
DEC 31 10 54 AM '84

IDENTIF. REFERENCE

I 7 3 9 1 0

1659

12/31/84 $50.00 CHECK

INSTALLMENT DEED

FROM

THOMAS M. EVANS, a widower

TO

THOMAS M. EVANS, JR. and wife, SUSAN D. EVANS

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

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
			170000.00- CAMT.	
			130000.00- MAMT.	
			442.00 CSTAX	
			128.00 MSTAX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	582.50-
			9691A12/31/84 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 7 3 6 1 0

IDENTIF. REFERENCE

Dec 31 10 54 AM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 97412