Prepared by: Deed of Correction of Installment Deed
Gail Pigg, Attorney
Suite 1401, One Commerce Place
Nashville, TN 37239

New Owner(s)	Send Tax Bills To:	Map-Parcel Numbers
Thomas A. Grooms and wife, Linda G. Ashford 2605 Barton Avenue Nashville, Tennessee	Same	Map 104-11 Par #233 24W 7255

BOOK 6481 PAGE 62

Whereas, on November 30, 1984, Foster F. Beasley and wife, Frances R. Beasley and Thomas A. Grooms and wife, Linda G. Ashford executed an installment deed to the said Thomas A. Grooms and wife, Linda G. Ashford as recorded in Book 6437, page 263 Register's Office for Davidson County, Tennessee and conveying title to the following land in Davidson County, Tennessee:

Being the southerly 85 feet of Lot No. 65 in the Bransford Realty Company's Subdivision of the Edgar Jones Home Place, the plan of which is of record in Book 421, page 7, Register's Office for said County.

Said part of Lot No. 65 fronts 65 feet on the north margin of an alley and extends back between parallel lines 85 feet, more or less, to a dead line.

Being the same property conveyed to Foster F. Beasley and wife, Frances R. Beasley by deed from Leroy Davis, Trustee, of record in Book 3574, page 611, Register's Office for Davidson County, Tennessee.

Whereas, said installment deed secured title to said property to insure payment of a $65,000.00 note in favor of Foster F. Beasley and wife, Frances R. Beasley, all as set forth in the installment deed.

Whereas, by mistake and inadvertence, a portion of the land was omitted which was intended by all parties to be a part of the conveyance;

Whereas, the parties desire to correct said error;

Now, therefore, in consideration of the premises the installment deed recorded in Book 6437, page 263, Register's Office for Davidson County, Tennessee is corrected in its entirety to read as follows:

FOR AND IN CONSIDERATION of the sum of Eighty Five Thousand and 00/100 ($85,000.00) Dollars, of which Twenty Thousand ($20,000) Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Sixty Five Thousand ($65,000.00) Dollars,

THOMAS A. GROOMS AND WIFE, LINDA G. ASHFORD

have executed their joint promissory note of even date herewith, payable to Foster F. Beasley and wife, Frances R. Beasley, bearing interest at twelve (12%) per cent per annum on the unpaid balance until paid. The said principal and interest shall be payable in monthly installments of Six Hundred Sixty Eight and 60/100 Dollars ($668.60), commencing on the first day of January, 1985 and a like amount on the first day of each month thereafter until December 1, 1989, at which time the final payment shall be made of the entire principal balance plus all accrued interest in the amount of $63,480.94, 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,

FOSTER F. BEASLEY AND WIFE, FRANCES R. BEASLEY

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

THOMAS A. GROOMS AND WIFE, LINDA G. ASHFORD

their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT ONE - Being part of Lot No. 65 on the plan of Bransford Realty Company's subdivision of the Edgar Jones Home Place, as of record in Book 421, page 7, Register's Office for Davidson County, Tennessee.

Said part of Lot No. 65 fronts 60 feet on the southerly side of Barton Avenue and runs back between parallel lines 175 feet to a dead line.

Being the same property conveyed to Foster F. Beasley and wife, Frances R. Beasley by deed from The Equitable Life Assurance Society of the United States of record in Book 1165, pages 143 and 144, Register's Office for Davidson County, Tennessee.

TRACT TWO - Being the southerly 85 feet of Lot No. 65 in the Bransford Realty Company's Subdivision of the Edgar Jones Home Place, the plan of which is of record in Book 421, page 7, Register's Office for said County.

Said part of Lot No. 65 fronts 60 feet on the north margin of an alley and extends back between parallel lines 85 feet, more or less, to a dead line. (The deed transferring title to the Beasleys recites a frontage of 65 feet.)
Being the same property conveyed to Foster F. Beasley and wife, Frances R. Beasley by deed from Leroy Davis, Trustee, of record in Book 3574, page 611, Register's Office for Davidson County, Tennessee.

Failure to keep the property in good repair and maintenance; failure to keep the property insured as herein provided, and to furnish holder a paid receipt and certificate of coverage at least annually, failure to pay taxes or assessments when due; and failure to pay any installment when due, will constitute a breach of the terms of this document and all sums due hereunder shall become immediately due and payable. In the event holder must pay any assessments, taxes, repairs or insurance premiums to protect their interest hereunder, said amount so expended shall be added to the principal balance and bear interest as specified in the note. The making of any payment by the holder on behalf of the grantees shall not constitute a waiver of holder's right to accelerate hereunder.

In the event this property is sold, transferred or conveyed, the aforesaid note will become immediately due and payable at the option of the holder. In the event holder consents to an assumption, said consent, to be effective, must be in writing.

This is improved property, known as 2605 Barton Avenue, Nashville, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said

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their (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 unencumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said

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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

THOMAS A. GROOMS AND WIFE, LINDA G. ASHFORD

hereinafter referred to as trustors, hereby transfer and convey unto William U. Smith, 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 $65,000.00, or 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 six (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 the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the statutory right of redemption is 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 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, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 2 day of January, 1984 85.

Foster F. Beasley

Frances R. Beasley

Thomas A. Grooms

Linda G. Ashford

STATE OF GEORGIA
COUNTY OF

Personally appeared before me, Carla A. Stickler, Notary Foster F. & Frances R. Beasley, a Notary Public in and for said County and State,

FOSTER F. BEASLEY AND WIFE, FRANCES R. BEASLEY

the within named bargainors, 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 Columbus, Ga., this 2 day of January, 1985.

Commission expires MY COMMISSION EXPIRES 12/5/

Carla A. Stickler
Notary Public

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Edna B. Smith, a Notary Public in and for said County and State,

THOMAS A. GROOMS AND WIFE, LINDA G. ASHFORD

the within named bargainors, 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 24th day of January, 1985.

Edna B. Smith
Notary Public

Commission expires April 21, 1985

EDNA B. SMITH NOTARY PUBLIC DAVIDSON COUNTY, TENN.

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IDENTIF. REFERENCE

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