Mail

THIS INSTRUMENT WAS PREPARED BY

James L. Fuqua, Jr., Atty., 919 W. Main St., Hendersonville, TN 37075

STATE OF TENNESSEE)
COUNTY OF ~~DAVIDSON~~) SUMNER

The Actual Consideration or Value, Whichever is Greater, For This Transfer is $30,000

Earl Durham

SUBSCRIBED AND SWORN TO BEFORE ME, this the 7 day of MAY, 1984.

Commission Expires 5/29/87

James Shuttey
NOTARY PUBLIC

ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Johnny E. Hale 135 Welworth Street Nashville, Tennessee	Johnny E. Hale 135 Welworth Street Nashville, Tennessee	Map 34-13 Par 86

INSTALLMENT DEED

BE IT REMEMBERED THAT FOR AND IN CONSIDERATION OF THE SUM OF $30,000 DOLLARS of which $250.00 has been paid in cash by Johnny E. Hale, and wife, Paulette Bailey Hale , the receipt of which is hereby acknowledged, and for the remainder Johnny E. Hale, and wife, Paulette Bailey Hale agree to assume and pay a note of even date in the principal sum of $29,750 with no interest. Delinquent debt, including past due installments and other sums due on the note due to acceleration shall bear interest at the maximum legal rate and Johnny E. Hale and wife, Paulette Bailey Hale shall pay all expenses of collection including reasonable attorney's fees and the cost of preserving the security.

Earl Durham and wife, Anne Durham, have this day bargained and sold, and by this deed do hereby transfer and convey unto Johnny E. Hale, and wife, Paulette Bailey Hale, their heirs and assigns, certain real estate in Davidson County, Tennessee, as described as follows:

Land in Davidson County, Tennessee, being Lot No. 9 of Block "A" on the Map of East Lawn Subdivision, as of record in Book 547, pages 153 and 154, Register's Office for said County.

Said Lot No. 9 fronts 50 feet on the northerly side of Welworth Street and runs back between parallel lines 120 feet to a line on the rear, measuring 50 feet thereon.

Being the same property conveyed to Earl Durham and wife, Anne Durham, by deed from Susie Crawford Sparkman and Harrall Victor Shokes, II of record in Book 4488, Page 502, Register's Office for Davidson County, Tennessee.

This property is improved property known as Lot No. 135 Welworth Street, Nashville, Tennessee.

TO HAVE AND TO HOLD the real estate with the appurtenances, estate, title and interest thereto belonging to Johnny E. Hale,

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Recorded May
Register of Davidson County, Tennessee

and wife, Paulette Bailey Hale, their heirs and assigns forever. Earl Durham and wife, Anne Durham covenant that they are lawfully seized and possessed of the real estate in fee simple, have a good right to convey it, and that it is unencumbered.

Earl Durham and wife, Anne Durham further convenant and bind themselves, their heirs, and representatives to warrant and forever defend the title to the real estate to Johnny E. Hale, and wife, Paulette Bailey Hales, their heirs and assigns, against the lawful claims of all persons.

AND NOW for the purpose securing payment of all sums which are part of the consideration or become due in the future due to covenants made by Johnny E. Hale, and wife, Paulette Bailey Hale herein or covenants made by them in the installment-deed-note and for the further consideration of one dollar, to them in hand paid, the receipt of which they hereby acknowledge, Johnny E. Hale, and wife, Paulette Bailey Hale do hereby transfer and convey unto James L. Fuqua, Jr., Trustee, his successors and assign the real estate hereinbefore described with the appurtenances, estate, title and interest belonging thereto for the purpose of securing the debt, only.

Johnny E. Hale, and wife, Paulette Bailey Hale do hereby agree to keep the real estate described herein and all improvements thereon, insured by a reliable fire insurance company for a sum equal to the debt secured by this installment deed, and to have the loss, if any, made payable on the policy to the Trustee for the use and benefit of the lawful owners and holders of the debt secured hereby, as their interest may appear and to furnish a copy of the policy to the Trustee or his successors.

Johnny E. Hale, and wife, Paulette Bailey Hale further agree to keep the improvements on the real estate in good repair and preservation and to pay all taxes and assessments thereon, and to pay them when due. If Johnny E. Hale, and wife, Paulette Bailey Hale fail to do either, then the Trustee, or the lawful owner and holder of the debt may do any or all of these things, and the sums so expended shall be due and payable immediately without notice or demand and shall become a part of the debt secured herein, and shall bear interest from the date of payment at the maximum legal rate.

Now, if Johnny E. Hale, and wife, Paulette Bailey Hale pay the promissory note above described when due, according to its terms, and pay the taxes, and keep the improvements insured, and keep up repairs, then this trust conveyance shall be of no further force or effect. But if Johnny E. Hale, and wife, Paulette Bailey Hale fail to pay any installment, principal or interest, on the promissory note promptly when due, or if they fail to pay taxes, keep up repairs or keep the premises insured, or if Johnny E. Hale, and wife, Paulette Bailey Hale fail to reimburse the Trustee or lawful owner of the note, with interest, so expended by the Trustee and note holder, then this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of the promissory note, the entire unpaid balance, principal and interest, due on the note shall immediately become due and payable, without notice or demand, and the Trustee, or his successors in trust, is hereby authorized and empowered to sell the real estate at the Davidson County Courthouse door to the highest bidder for cash, at public outcry, free from the equity of redemption, statutory right of redemption, homestead, dower and all other exemptions of every kind which Johnny E. Hale, and wife, Paulette Bailey Hale hereby expressly waive. Prior to the sale the Trustee shall give twenty (20) days notice by three publications in any newspaper, daily or weekly published in Davidson County. The Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. Earl Durham and wife, Anne Durham and the holders of debt secured hereby may bid at any sale

under this trust conveyance. Johnny E. Hale, and wife, Paulette Bailey Hales agree, that the Trustee may, at any time after default, enter and take possession of the real estate and shall only account for the net rents actually received by him. Johnny E. Hale, and wife, Paulette Bailey Hale further agree that, in the event the Trustee fails, before selling the real estate, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him of a deed for the real estate.

In case of a sale the proceeds will be applied by the Trustee; first to the payment of all costs, charges and expenses of executing this conveyance and enforcing the lien herein created including a reasonable Trustee's fee and a reasonable attorney's fee for advice for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement or protection of the lien and also the expenses of any such litigation; second to the payment of the promissory note herein secured, and any and all sums expended in the protection of the property; third, the residue, if any, will be paid to Johnny E. Hale, and wife, Paulette Bailey Hale, their representatives or assigns.

In case of the death, absence, inability or refusal to act of the Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of the lien 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 Trustee shall be vested in the successor.

The 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 grantor and grantee, have hereunto set our hands this 7 day of March, 1984.

Earl Durham

Johnny E. Hale

Anne Durham

Paulette Bailey Hale

STATE OF TENNESSEE)
COUNTY OF ~~DAVIDSON~~ Sumner)

Personally appeared before me, James Shirley Bryce, a Notary Public in and for the said County and State, the within named EARL DURHAM and wife, ANNE DURHAM, the 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 Hendersonville, Tennessee, this 7, day of March 1985.

Commission expires 5/29/87

James Shirley Bryce
NOTARY PUBLIC

STATE OF TENNESSEE)
COUNTY OF ~~DAVIDSON~~ SUMNER)

Personally appeared before me, James Shirley Bryce, a Notary Public in and for said County and State, the within named JOHNNY E. HALE and wife, PAULETTE BAILEY HALE, the 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 Hendersonville, Tennessee, this 7, day of March 1985.

Commission expires 5/29/87

James Shirley Bryce
NOTARY PUBLIC

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IDENTIF. REFERENCE

MAR 8 8 02 AM '85

REGISTER'S OFFICE
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 6506 PAGE 278

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

30000.00- CAMT.
29760.00- MAMT.
78.00 CSTAX.
27.70 MSTAX.
.50 PRFEE
12.00 WDEED
CHECK 118.20-
6807A03/08/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 8 7 6 8 3

IDENTIF. REFERENCE

MAR 8 8 02 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 114040