THIS INSTRUMENT WAS PREPARED BY
WILLIAM D. LEADER, III, ATTORNEY
1719 FIFTH AVENUE NORTH CLINTON CENTER
NASHVILLE, TENNESSEE 37208

Installment Deed

BOOK 6528 PAGE 791

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
CARLO DADE	same	
(NAME:)	(NAME:)	Map 87-7
637 Lischey Avenue		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 375
Nashville, Tennessee		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of TWENTY THOUSAND ($20,000.00) ..... *Dollars,*

of which no down payment ..... *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder TWENTY THOUSAND ($20,000.00) ..... *Dollars,*

CARLO DADE ..... *has executed*

a promissory note on this date payable to Brainerd G. Kidder in monthly installments of Three Hundred Dollars ($300.00) each commencing May 1, 1984 and continuing due on the first day of each following month thereafter for a total of ten (10) years or until the total of principal and accrued interest is paid in full.

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, BRAINERD G. KIDDER .....

have this day bargained and sold, and do hereby transfer and convey unto the said CARLO DADE ..... *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

BEING Lot #19 on the Plan of Village Manor, as of record in Book 3300, page 55, Register's Office for said County. Said lot fronts 31.59 feet on the east side of north 4th Street and runs back between lines, 159.11 feet on the north line and 159.09 feet on the south line, to an alley in the rear on which measures 31.59 feet.

BEING the same property conveyed to Franklin G. Clark, Trustee by Deed of Trust of record in Book 3438, page 427, Register's Office of Davidson County, Tennessee and also being the same property conveyed to Cornwallis Byas, Jr. and Gloristean Byas by Warranty Deed of record in Book 3914, page 447, Register's Office for Davidson County, Tennessee. The said Cornwallis Byas and Cornwallis Byas, Jr. are one in the same person.

BEING the same property divested from Gloristean Hudson Byas to Cornwallis G. Byas by Order of the Fourth Circuit Court for Davidson County, Tennessee, on or about June 8, 1976, all as is reflected in Minute Book 100C, page 1598 and recorded on February 26, 1982 in Book 5855, page 607, Register's Office for Davidson County, Tennessee and also recorded on April 6, 1982 in Book 5870, page 150, Register's Office for Davidson County, Tennessee and conveyed to Brainerd G. Kidder by Quitclaim Deed of record in Book 6192, page 591, said Register's Office

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 20,000.00

Subscribed and sworn to before me, this the 1st day of May 19 84

Affiant: Carlo R. Dade

My commission expires: _____ (Affix Seal)

Notary Public: Barbara Ratliff

RALPH T. HARRIS REGISTER DAVIDSON COUNTY, TENN.

This is improved (X) property, known as 637 Lischey Avenue (House Number) Nashville, Tennessee (Street) (P.O. Address) (City or Town)

unimproved ( )

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees 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 Grantees, 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 installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto William D. Leader, III, *trustee, his successors and assigns, the real estate hereinabefore 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 $ 35,000.00 *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.*

04/03 76.50- CHECK

6528

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 the statutory right 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:

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.

BOOK 6528 PAGE 792

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.

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

Witness our hands this 1st. day of ~~April~~ MAY, 84, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

BRAINERD G. KIDDER — INEZ H. KIDDER

X Carlo R. Dade — Barbara Ralph

My Commission Expires Jan. 10, 1986

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Barbara Ralph, a Notary Public in and for said County and State, Brainerd G. Kidder and Inez H. Kidder

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 Nashville Tennessee this 1st day of ~~April~~ May, 1984

Barbara Ralph Notary Public

Commission expires [illegible]

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 Nashville, Tennessee this 24th day of May, 1984

Barbara Ralph Notary Public

Commission expires .....

INSTALLMENT DEED

FROM BRAINERD KIDDER, ET UX

TO CARLO DADE

I 94963

IDENTIF. REFERENCE

APR 8 2 25 PM '85

FELIX Z. ... REGISTER
DAVIDSON COUNTY, TN

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

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

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

RECEIVED OF _____

FOR _____

BOOK 6528 PAGE 793

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

20000.00- CAMT.
20000.00- MAMT.
52.00 CSTAX
18.00 MSTAX
.50 PRFEE
6.00 WDEED
CHECK 76.60-
6028A04/08/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 9 4 9 6 3

IDENTIF. REFERENCE

APR 8 2 26 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 123022