B0743

INSTALLMENT DEED

For and in Consideration of the sum of $10.00 and other good and valuable consideration, ~~Dollars,~~

~~of which~~ ~~Dollars~~

BOOK 8533 PAGE 723

~~has been~~ paid in cash by Carole S. Fesmire

the receipt of which is hereby acknowledged, and for the remainder $111,901.76 Dollars,

the said Carole S. Fesmire ha executed and delivered to me her note payable in 360 monthly payments at the rate of $900.39 per month.

~~all of~~ said notes bearing ~~six~~ nine per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, I, Bertha M. Siegrist

have this day bargained and sold, and do hereby transfer and convey unto the said Carole S. Fesmire, her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 33 on the Plan of West Meade Estates, Section IV, as of record in Book 3300, page 61, Register's Office for said County.

Said Lot No. 33 fronts 110 feet on the southwesterly side of West Meade Drive and runs back between lines 269.95 feet on the north westerly side and 320.7 feet on the southeasterly side to a dead line in the rear which is a broken line on which it measures 175.90 feet.

Being the same property conveyed to J. Clarence Siegrist and wife, Bertha M. Siegrist by deed of record in Book 4319, page 290, Register's Office for Davidson County, Tennessee, the said J. Clarence Siegrist having since died.

This is unimproved ( ) improved (X) property, known as 777 West Meade Drive (House Number) (Street) Nashville TN 37205 P. O. Address: (City or Town) (Zip Code)

04/15 331.40- CHECK

3097

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Carole S. Fesmire 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, except for deed of trust to sevure Security Federal Savings & Loan which grantor assumes. I further covenant and bind my heirs and representatives, to warrant and forever defend the title to said real estate to said Carole S. Fesmire her 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said note , as ~~they~~ it matures as hereinafter provided, and for the consideration of one dollar, to in hand paid, I, the said Carole S. Fesmire

do hereby transfer and convey unto Alf Adams, Jr., Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Carole S. Fesmire do hereby 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 notes herein secured are 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 and holder of said notes, as his interst may appear.

I further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case I fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if I, the said Carole S. Fesmire shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if I fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; I fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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. I agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. I further agree 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 notes 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 Carole S. Fesmire 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 lien notes, or, if more than one, then of the first-maturing unpaid 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 Alf Adams, Jr., Trustee, shall be vested in said successor.

Said 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 said Bertha M. Siegrist and Carole S. Fesmire have ~~and~~

hereunto set our hands at Nashville, Tennessee, this the 9th day of April 1985

Bertha M. Siegrist

Carole S. Fesmire

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Delia Richards, a Notary Public in and for said County and State, the within named Bertha M. Siegrist

the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 9th day of April, 1985

Commission Expires 10-24-88

Delia Richards, Notary Public.

STATE OF Tennessee
Davidson County.

Personally appeared before me, Delia Richards, a Notary Public in and for said County and State, the within named Carole S. Fesmire

the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, this 9th day of April, 1985

Commission Expires 10-24-88

Delia Richards, Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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Before me, , a Notary Public of the State and County aforesaid, personally appeared , with whom I 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

(over for additional acknowledgements)

196638

IDENTIF. REFERENCE

APR 15 3 50 PM '85

DAVIDSON COUNTY, TN

INSTALLMENT DEED

FROM
Bertha M. Siegrist

TO
Carole S. Fesmire

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

TOBEY CO - NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Carole S. Fesmire (NAME)	same (NAME)	map 115-7
777 West Meade Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	parcel 41
Nashville TN 37205 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Alf Adams, Jr., Attorney
One Union Street
Nashville TN 37201

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 165,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 11th DAY OF April, 1985.

Notary Public

MY COMMISSION EXPIRES: 12-2-1986

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 6533 PAGE 727

RECEIVED OF _____

FOR _____

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
			165000.00-	CAMT.
			111901.76-	MAMT.
			429.00	CSTAX
			109.90	MSTAX
			.50	PRFEE
			12.00	WDEED
				CHECK 551.40-
			6097A04/16/85	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 9 6 6 3 8

IDENTIF. REFERENCE

APR 15 3 51 PM '85

REGISTER
DAVIDSON COUNTY, TN

No. 125032