INSTALLMENT DEED BOOK 6605 PAGE 182

For and in Consideration of the sum of Eighteen Thousand Two Hundred and No/100 ($18,200.00) - Dollars, of which Two Thousand Five Hundred and No/100 ($2,500) - - - - - - - - - - Dollars, has been paid in cash by James A. Flexer the receipt of which is hereby acknowledged, and for the remainder in the amount of Fifteen Thousand Seven Hundred and No/100 ($15,700.00) - - - - - - Dollars, the said James A. Flexer, a single person, has assumed and agreed to pay the installment deed note in the present amount of Eleven Thousand Three Hundred Seventy and No/100 ($11,370.00) Dollars, payable to the order of Jack J. Cohen and Julia L. Mallernee, as secured by a lien of record in Book 3872, page 94, Register's Office for Davidson County, Tennessee; and for the remainder in the amount of Four Thousand Three Hundred Thirty and No/100 ($4,330.00) Dollars, said grantee, James A. Flexer has executed his one promissory note of even date herewith, payable to the order of Mary E. Walker, Administratrix of the estate of Sammy L. Mason, deceased, File No. 73606, in monthly installments as follows: on the 12th. day of August, 1985 the sum of Sixty-Two and No/100 ($62.00) Dollars, and thereafter a like amount on or before the 12th. day of each succeeding month, said installment payments to be applied first to the payment of interest at the rate of Twelve per centum (12%) per annum on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum until the entire amount has been paid;

and to secure the payment of the debt hereinabove set out together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained on the land herein conveyed. I, Mary E. Walker, Administratrix of the estate of Sammy L. Mason, deceased, by virtue of the authority granted me by the Probate Court of Davidson County, by decree or order, dated July 7, 1985 as of record in Minute Book 299, Page 614, County Clerk's O have this day bargained and sold, and do hereby transfer and convey unto the said James A. Flexer, his - heirs and assigns,

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

Being the Easterly 50 feet of Lot No. 92 on the Belmont Land Company's Plan of Lots, as of record in Book 421, Page 34, Register's office for said County.

Said part of Lot No. 92 fronts 50 feet on the southerly side of Beechwood Avenue and runs back between parallel lines 188 feet to an alley.

Being the same property conveyed to Sammy Lee Mason, deceased intestate on the 26th. day of June, 1983, and his wife, Roenia Elizabeth Mason, who died on the 5th. day of February, 1979, by deed from Jack J. Cohen et ux and Julia L.Mallernee, a widow, of record in Book 3872, page 94, said Register's Office.

This conveyance is made subject to restrictions of record in Book 305, page 100, said Register's Office.

Taxes for year of 1985 have been pro-rated and will be paid by the grantee.

J 20328

IDENTIF. REFERENCE

JUL 12 12 10 PM '85

FELIX A. WILSON II REGISTER DAVIDSON COUNTY, TN

This is improved (X) / unimproved ( ) property, known as 1505 Beechwood Avenue (House Number) (Street) Nashville, Tenn. P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James A. Flexer, his heirs and assigns forever.

And the said Administratrix does hereby transfer, assign and set over unto the said James A. Flexer, all of the covenants and warranties contained in the deed of record in Book 3872, page 94, and does hereby warrant the title as fully as she is authorized to do as administratrix, but does not further or otherwise.

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 notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to me in hand paid, I, the said James A. Flexer

do hereby transfer and convey unto Ben L. Roskin, 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 James A. Flexer 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 sum of the 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 interest 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 James A. Flexer 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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 James A. Flexer, his 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 Ben L. Roskin, 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 Mary E. Walker, Administratrix of the estate of Sammy L. Mason, dec'd. and James A. Flexer hereunto set our hands at Nashville, Tennessee, this the 12th day of July 1985

Mary E. Walker administrating
of the estate of Sammy L. Mason

James A. Flexer

STATE OF TENNESSEE

Davidson **County**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named Mary E. Walker, Administratrix of the estate of Sammy L. Mason, Deceased, and James A. Flexer

the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 12th day of July, 1985

_____, Notary Public

Commission Expires Nov 1, 1987

STATE OF TENNESSEE

_____ **County.**

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____

with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of the _____, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of _____, the within named bargainor, a partnership and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as a partner.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19 ____

_____, Notary Public.

Commission Expires _____

BOOK 6605 PAGE 185

INSTALLMENT DEED

FROM
Mary E. Walker, Admx.

TO
James A. Flexer

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James A. Flexer	James A. Flexer	Map 117-4
(NAME) 11th. Floor, Stahlman Bldg.,	(NAME) (same)	Parcel 31
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn. 37201	(STREET ADDRESS)	W 24-11810
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Spiller Campbell, Jr., Atty.,
900 Stahlman Bldg.,
Nashville, Tenn. 37201
Pho: 256-6343

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 18,200.00 Mary E Walker
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th DAY OF July 19 85.

Notary Public

MY COMMISSION EXPIRES: 11-1-87

(AFFIX SEAL)

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 6605 PAGE 186

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			18200.00- CONVT.	
			4330.00- MORTGT.	
			47.32 CSTAX	
			2.30 MSTAX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	62.12-
7258A	07/12/85		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

J20328

IDENTIF. REFERENCE

JUL 12 12 10 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 153473