Installment Deed

BOOK 6796 PAGE 23

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Joseph F. Harris, Jr. and	Same	92-2
Joseph F. Harris III 2721 Jefferson Street	(NAME:)	Par. 121
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ---Fifty-five Thousand and 00/100 -- (55,000.00)---------- *Dollars,*

of which Fifteen Thousand and 00/100 (15,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Forty Thousand and 00/100--- (40,000.00)---------- *Dollars,*

Joseph F. Harris, Jr. and Joseph F. Harris III *have executed* their joint promissory note of even date herewith payable to Grantor in 59 monthly installments of $573.89 each, with the 60th, and final, monthly payment being for the entire unpaid balance, principal and interest. First of said payments shall be due on April 1, 1986, and on the like day of each succeeding 59 months until paid in full, with payments as made being applied first to interest to date at the rate of 12 per cent per annum, and balance to principal;

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, CHARLES J. SANDERS, JR.

have this day bargained and sold, and do hereby transfer and convey unto the said JOSEPH F. HARRIS, JR. and JOSEPH F. HARRIS III, their *(successors), heirs and assigns,*

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

Being the northwest part of Lot No. 18 on the Plan of O. H. Menees' Subdivision of Lots Nos. 32, 33 and 34 in Boyd McNairy's Tract, as of record in Book 57, Page 89, Register's Office for said County, described as follows:

Beginning at the southeast intersection of 28th Avenue North and Jefferson Street; thence with the margin of 28th Avenue North, southerly 70.5 feet to a point; thence easterly 25.8 feet to a point; thence northerly and parallel with the margin of 28th Avenue North 56 feet to a point which is 13.62 feet south of the south margin of Jefferson Street; thence northeasterly 16.9 feet to the southerly margin of Jefferson Street; thence with the margin of Jefferson Street westerly 36 feet to the beginning.

INCLUDED in the above described property but EXCLUDED therefrom is the property conveyed to Metropolitan Government of Nashville and Davidson County, Tennessee by instrument of record in Book 5301, Page 932, and by instrument of record in Book 6505, Page 814, said Register's Office.

Being part of the same property conveyed to Charles J. Sanders, Sr., Charles J. Sanders, Jr., H. G. Buchanan, and Roy Brown, a partnership, doing business as Charles J. Sanders & Co., AGents by deed from John Glover, Guardian of Audrey B. Glover, of record in Book 2902, Page 221, Register's Office for said County.

TRACT II: Being part of Lot No. 18 on the plan of O. H. Menees' Subdivision of Lots Nos. 32, 33 and 34 in Boyd McNairy's Tract, as of record in Book 57, Page 89, Register's Office for said County, described as follows:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 55,000.00

Subscribed and sworn to before me this the 4th day of March, 86

Joseph F. Harris Jr.
Affiant

My commission expires: 9/9/89 (Affix Seal)

Notary Public

Beginning on the southerly margin of Jefferson Street at the northeast corner of the property conveyed to William McKinley Cotten and wife, by deed from Georgia Cotten Thomas of record in Book 1718, Page 639, said Register's Office; thence southwestwardly 16.9 feet more or less, to an arrow cut in concrete; thence southwardly 56 feet more or less, to Cotten's southeast corner; thence with Cotten's southerly line, westwardly 25.8 feet, more or less,to a railroad spike in the easterly margin of 28th Avenue North; thence with said Avenue, southwardly 5.5 feet to the northwest corner of the property conveyed to H. M. Jarrett and wife, by deed from Georgia Cotten Thomas and husband, of record in Book 2106, Page 79, said Register's Office, thence with the northerly line of said Jarrett property eastwardly 65 feet, more or less, to the westerly line of Lot No. 19; thence with the line between Lots Nos. 18 and 19 northwardly 76 feet to the southerly margin of Jefferson Street; thence with said Street westwardly 30.8 feet, more or less, to the beginning,

INCLUDED in the above described property but EXCLUDED therefrom is the property conveyed to Metropolitan Government of Nshville and Davidson County by instrument of record in Book 6505, Page 814, said Register's Office.

Being part of the same property conveyed to Charles J. Sanders, Sr., Charles J. Sanders, Jr., H. G. Buchanan and Roy Bown, partners, doing business as Charles J. Sanders & Co., Agents by deed from M. L. Randall and wife, Shirley Randall, of record in Book 3906, Page 293, Register's Office for said County; and by Quitclaim Deed of record in Book 6483, Page 794, said Register's Office.

This property conveyed subject to easement of record in Book 1940, Page 53, and in Book 6505, Page 814, Register's Office for said County.

This instrument is executed on behalf of Charles J. Sanders, Jr. by O. B. Hofstetter, Jr., as his Attorney-In-Fact pursuant to a recorded Power of Attorney of record in Book _____, Page ____, Register's Office for Davidson County, Tennessee.

Aileen C. Sanders, spouse of Grantor, joins in this deed to convey all of her interest of every kind in said hereinabove described parcel of real estate growing out of their marital relationship, so as to vest the entire interest of the parties hereto in Grantees

This is unimproved ( ) improved (x) property, known as 2721 Jefferson Street, Nashville, TN 37209
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Joseph F. Harris, Jr. and Joseph F. Harris III, their *(successors), 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.*

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Joseph F. Harris, Jr. and Joseph F. Harris III, 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 Joseph F. Harris, Jr. and Joseph F. Harris III *hereinafter referred to as trustors, hereby transfer and convey unto* James C. Hofstetter, *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 $ insurable /value, *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 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 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 4th *day of* March *19* 86

CHARLES J. SANDERS & CO., AGENTS, a Partnership
By Charles J. Sanders Partner
By O B Hofstetter Jr
O. B. Hofstetter, Jr., Attorney-in-Fact for Charles J. Sanders, Jr.

CHARLES J. SANDERS, JR.
By O B Hofstetter Jr
O. B. Hofstetter, Jr., Attorney-in-fact
Aileen C. Sanders
Joseph F. Harris Jr.
Joseph F. Harris III

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned *, a Notary Public in and for said County and State,* Joseph F. Harris, Jr. and Joseph F. Harris III, and Aileen C. Sanders, *the within named bargainor* s *, 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* 4th *day of* March *, 19* 86

NOTARY PUBLIC DAVIDSON COUNTY

Commission expires 9/9/89

Eunice Miller *Notary Public*

STATE OF TENNESSEE)

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COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared O. B. Hofstetter, Jr., Attorney-in-fact for Charles J. Sanders, Jr., with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to the the attorney-in-fact for Charles J. Sanders, Jr. a partner of Charles J. Sanders & Co., Agents, the within named bargainor, a partnership, and that he as such attorney-in-fact for said partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as attorney-in-fact for said partner.

Witness my hand and official seal at Nashville, Tennessee, this 4th day of March, 1986.

Notary Public Eunice Miller

My commission expires: 9/9/89

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 ....., *this* .....*day of* ....., *19*.....

.....*Notary Public*

Commission expires.....

FILED FOR RECORD
DAVIDSON COUNTY, TN
MAR 5 8 33 AM '86
REGISTER

IDENTIFICATION REFERENCE
80339

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named O. B. Hofstetter, Jr., with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument on behalf of Charles J. Sanders, Jr. as his Attorney-In-Fact, as the free act and deed of the within named O. B. Hofstetter, Jr.

Witness my hand and official seal at Nashville, Tennessee, this 4th day of March, 1986.

Notary Public Eunice Miller

My commission expires: September 9, 1989

INSTALLMENT DEED

FROM

CHARLES J. SANDERS, JR.

TO

JOSEPH F. HARRIS, JR. and

JOSEPH F. HARRIS III

HIS INSTRUMENT PREPARED BY:
ofstetter & Hofstetter, Attys.
uite 500
30 Fourth Avenue North
ashville, TN 37219

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

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6796 PG 27

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	COTX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MOTX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			55000.00- CAMT.	
			40000.00- MAMT.	
			143.00 CSTAX	
			36.00 MSTAX	
			.50 PRFEE	
			12.00 MDEED	
			CHECK	133.50-
			964TA03/05/86 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

80339

IDENTIFT REFERENCE

MAR 5 8 39 AM '86

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 224243