BOOK 7058 PAGE 497

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM
PAULINE B. WHITE

TO
RICHARD C. HEAD

For draftsman's use

PREPARED BY:

George H. Cate, Jr., Attorney
1101 Stahlman Building
Nashville, TN 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Richard C. Head (NAME)	(SAME) (NAME)	Map 131-2
2013 Overhill Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 200
Nashville, TN 37215 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

6.93 I.T.

IDENTIFICATION REFERENCE

DEC 3 2 38 PM '86

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 145,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 2nd DAY OF December, 1986.

George H. Cate, Jr.
Notary Public

MY COMMISSION EXPIRES: Sept. 9, 1989

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of One Hundred Forty-Five Thousand ($145,000.00) DOLLARS

of which $ 40,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have given a promissory note of even date herewith payable to Pauline B. White in the principal sum of $105,000.00, payable in 359 monthly installments of $844.85 each, with a final installment of $852.19, including principal and interest at 9% per annum, with a pre-payment privilege.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

I, Pauline B. White, an unmarried person,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Richard C. Head

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 7, Block No. 6, on the Plan of Overtin Hills Subdivision, as of record in Book 843, Page 66, Register's Office for said County.

Said Lot No. 7, Block No. 6, fronts 100 feet on the southerly side of Overhill Drive and runs back between parallel lines 250 feet and measures 100 feet in the rear.

Being the same property conveyed to R. Leon White by Deed from National Realty Company, Inc., of record in Book 1045, page 43, said Register's Office. The said R. Leon White has since died, survived by Pauline B. White, the Grantor herein, as his surviving spouse and sole heir-at-law.

Taxes for 1986 have been prorated and are assumed by the Grantee.

This is improved (XX) unimproved ( ) property, known as 2013 Overhill Drive, Nashville, Tennessee 37215
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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 the said real estate to said grantees, their 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 notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we the said grantees herein do hereby transfer and convey unto Geo. H. Cate 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. We, the said grantees 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 $ 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. We 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 we 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 we, the said grantees, 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 we 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; we 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 conveyance. We 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. We 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

This deed of Trust may not be assumed by any party except a spouse of Richard C. Head.

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.

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, the Grantor, Pauline B. White, has set her hand and seal by Mattie Barnett, her attorney in fact, acting pursuant to a power of attorney of record in Book 6578, Page 305, Office of the Register for Davidson County, Tennessee, this 2nd day of December, 1986.

AND IN FURTHER WITNESS WHEREOF, the Grantee, Richard C. Head, an unmarried person, has hereunto set his hand this 2nd day of December, 1986.

PAULINE B. WHITE

BY: Mattie Barnett
MATTIE BARNETT,
Attorney In Fact

RICHARD C. HEAD

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 2nd day of December, 1986, before me personally appeared Mattie Barnett, to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument in behalf of Pauline B. White and acknowledged that she executed the same as the free act and deed of the said Pauline B. White.

WITNESS my hand at office this 2nd day of December, 1986.

George H. Cate, Jr.
Notary Public

My Commission Expires:
Sept. 9, 1989

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 Richard C. Head, the Bargainor, 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 for purposes therein contained.

WITNESS my hand and official seal at Nashville, Davidson County, Tennessee, this 2nd day of December, 1986.

George H. Cate, Jr.
Notary Public

My Commission Expires:
Sept. 9, 1989

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

RECEIVED OF _____

FOR _____

BOOK 7058 PAGE 499

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
			145[illegible].00-	CAMT.
			105[illegible].00-	MAMT.
			406.00	CSTAX
			103.00	MSTAX
			.50	PRFEE
			6.00	WDEED
			CHECK	513.50-
2981A		12/03/86	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

6931 I.Z.

IDENTIFICATION REFERENCE

DEC 3 2 38 PM '86

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TN

No. 18729