This Instrument Prepared By:
Arthur K. Lowen, Attorney-at-Law
10th Floor, Third National Bank Bldg.
Nashville, TN 37219

Mail

Installment Deed

Mortgayee:
Sherwood Company
10th Flr., Third National Bank Bld.
Nashville, TN 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Trasbin L. Stoner and Ben Anderson Allen (NAME)	Same (NAME)	Map 105-14
615 Woodland Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 37
Nashville, TN 37206 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 7077 PAGE 974

FOR AND IN CONSIDERATION of the sum of Twenty-Five thousand and 00/100 ($25,000.00) Dollars, of which Five thousand 00/100 ($5,000.00) Dollars, the receipt of which is hereby acknowledged, and for the remainder Twenty thousand 00/100 ($20,000.00) Dollars, has been paid in cash, the Grantees, Trasbin l. Stoner and Ben Anderson Allen have executed their Installment Deed Note of even date herewith payable to the order of Sherwood Company in the principal sum of Twenty thousand 00/100 ($20,000.00) Dollars, with interest at the rate of nine (9%) percent per annum, payable according to the terms thereof,

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, I, Arthur K. Lowen, Successor Trustee have this day bargained and sold, and do hereby transfer and convey unto the said Trasbin L. Stoner and Ben Anderson Allen, the Grantees, as tenants in common, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being part of Lot No. 96 on the Map of Waverly Place, of record in Book 57, Page 95, Register's Office for said County as Follows:

BEGINNING at a point in the south margin of Glen Avenue, at the corner of Lots Nos. 95 and 96, formerly McCrackin's Northeast corner, and being the northwest corner of this lot; thence along what was McCrackin's East line southerly 200 feet, more or less, to a point in the north margin of an alley; said point being 12.5 feet east of the corner of Lots No. 95 and 96; thence along the north margin of said alley easterly 32 feet to a point in the north margin of Bradford Avenue, formerly Tennessee Street; thence with the north margin of Bradford Avenue, easterly 25 feet to a point; thence northerly 200 feet, more or less to the south margin of Glen Avenue; thence with the margin of the same westerly 55 feet to the point of beginning.

Being the same property conveyed to Alfred Finkelstein, Trustee, by Quitclaim Deed from Dodson Batson, Trustee, of record in Book 5504, Page 411, Register's Office for Davidson County, Tennessee. Arthur K. Lowen was appointed as successor trustee in lieu of Alfred Finkelstein, Trustee, under Chancery Court No. 80-1601-I, a certified copy being of record in Book 6359, Page 303, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 25,000.00

Subscribed and sworn to before me, this the 19th day of December, 19 86

Affiant

My commission expires: 11/12/89 (Affix Seal)

Notary Public

This is improved ( ) unimproved (X) property, known as 800 Bradford Ave., (House Number) (Street) Nashville, Tennessee 37204 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 Trasbin L. Stoner and Ben Anderson Allen, as tenants in common, (both unmarried) 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 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 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 Trasbin L. Stoner and Ben Anderson Allen, (both unmarried) hereinafter referred to as trustors, hereby transfer and convey unto Anne Russell Trustee, her 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 $ 25,000.00, 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.

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 9 *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 equity of redemption, statutory right of redemption, homestead, and all other exemptions and rights 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 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The words "Trustors" when used herein shall apply to parties both singular and plural.

Witness our hands this 19th *day of* December, *19* 86, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Arthur K. Lowen, Successor Trustee — Successor Trustee

Trasbin L. Stoner (Unmarried)

Ben Anderson Allen (Unmarried)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Judy L. Rockensock, *a Notary Public in and for said County and State, the within named* Arthur K. Lowen, Successor Trustee, Trasbin L. Stoner, and Ben Anderson Allen

the bargainors, ____, *with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that* each of them *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee, *this* 19th *day of* December, *19* 86.

My commission expires 11/12/89 *Notary Public* Judy L. Rockensock

STATE OF TENNESSEE
COUNTY OF ____

Before me, ____, *a Notary Public of the State and County aforesaid, personally appeared* ____ *and* ____ *with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged* ____ *to be the* ____ *and* ____ *respectively of* ____, *the within named bargainor, a corporation, and that* ____ *as such* ____ *and* ____, *executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said* ____ *as* ____ *and attesting the same by the said* ____.

Witness my hand and seal, at office in ____, *this* ____ *day of* ____, *19*____.

____ *Notary Public*

Commission expires ____

DEC 22 4 15 PM '86
KELLY F. WILSON II REGISTER
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

75720

INSTALLMENT DEED

FROM
ARTHUR K. LOWEN
SUCCESSOR TRUSTEE

TO
TRASBIN L. STONER
and BEN ANDERSON ALLEN

Published by

Ticor Title Insurance Company
Public Square Building
344 4th Avenue North
NASHVILLE, TENNESSEE 37219

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

RECEIVED OF _____

FOR _____

BOOK 7077 PAGE 976

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

250[illegible].0- CAMT.
20[illegible].0- MAIT.
70.[illegible] CSTAX
16.20 MSTAX
.50 PRFEE
6.00 WDEED
CHECK 94.50-
01/08/12/22/86 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7.5.7.2 0.

IDENTIFI REFERENCE

Dec 22 4 15 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No 25886