Re-recorded to correct legal description

PREPARED BY:
Hunter Short, Attorney
323 Union Street
Nashville, TN 37201
615/255-7496

34

CORRECTION

INSTALLMENT DEED

BOOK 7090 PAGE 729

NEW OWNER:	SEND TAX BILLS TO:	MAP & PARCEL NO.
Thomas M. Spencer and Lona D. Spencer 4004 Westlawn Dr. Nashville Tn 37209	Same	Map 103-8 Parcel 107 25W 07090

RE-RECORD BOOK 7102 PAGE 192

FOR AND IN CONSIDERATION OF the sum of Thirty-seven Thousand Five Hundred Dollars ($37,500.00) of which $2,000.00 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 their note of even date in the amount of $35,500.00 payable to grantors as therein set out; reference is here made to said note for the terms and conditions thereof; 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.

We, John W. Currey and wife, Marie D. Currey, hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Thomas M. Spencer and Lona D. Spencer, each a one-half interest, herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidison County, Tennessee, being the southwest part of Lot 355 on the Map of Richland Realty Company's Westlawn Subdivision, of record in Book 421, page 32, Register's Office for Davidson County, Tennessee.

Said part of said Lot 355 fronts 50 feet on the North side of Westlawn Drive and runs back between lines 107feet on the east line and 107ieet, more or less on the west line to a dead line on which it measures 50 feet.

made 4/86 TMS JSC

Being the same property conveyed to John W. Currey and wife Marie D. Currey, by deed of record in Book 4788, page 706, Register's Office for Davidson County, Tennessee.

This is improved property known as 4004 Westlawn Drive, Nashville, Tennessee.

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 it in hand paid, we, the said grantees herein, do hereby transfer and convey unto Hunter Short, 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 $30,000.00 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 it fails 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 it fails 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 30 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 20 days' notice by 3 publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the courthouse in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, statutory right to redeem property as provided in T.C.A. 66-8-101, 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 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:

First: 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.

Second: To the payment of all taxes which may be unpaid on said premises.

Third: To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

Fourth: 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.

The note secured hereunder is due and payable in full upon transfer of the subject property from the grantees.

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, we, the said grantors and grantee, have hereunto set our hands this the 31st day of December, 1986.

John W. Currey

John W. Currey

Thomas M Spencer

Thomas M. Spencer

Marie D. Currey

Marie D. Currey

Lona D. Spencer

Lona D. Spencer

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, John W. Currey and wife, Marie D. Currey, and Thomas M. Spencer and wife, Lona D. Spencer, the within named bargainors, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 31st day of December, 1986.

Michele House

Notary Public

My Commission expires: 4-17-88

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $37,500.00.

Thomas M Spencer

Affiant

Subscribed and sworn to before me, this the 31st day of December, 1986.

Michele House

Notary Public

My Commission expires: 4-17-88

78734

IDENTIFICATION REFERENCE

DEC 31 4 02 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

82033

IDENTIFICATION REFERENCE

JAN 9 10 35 AM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN