BOOK 7327 PAGE 758 File in Box # 4
#87-8-18

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

E. M. CULVER

TO

RANDALL E. BEASLEY and wife,
BARBARA ANN BEASLEY

For draftsman's use

FOLEY & WEISS, ATTORNEYS
Suite 500 One Church Street Building
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Randall E. Beasley (NAME)	"OWNER (NAME)	71-2-11
1235 Avondale Circle (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	13DA-19785
Nashville, TN. 37207 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

5668.7

IDENTIFICATION REFERENCE

AUG 10 9 31 AM '87

REGISTER'S OFFICE DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$3,500.00 Barbara Ann Beasley
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 17th DAY OF August 19 87.

Notary Public

MY COMMISSION EXPIRES: 2/19/88

(AFFIX SEAL)

NOTARY PUBLIC STATE OF TENNESSEE LARGE

FOR AND IN CONSIDERATION OF the sum of THREE THOUSAND FIVE HUNDRED and No/100 ($3,500.00) **DOLLARS**

of which $ 1,000.00 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 executed their joint promissory note payable to the order of the Grantor herein in sixty (60) monthly installments of $53.13 each beginning on the 17th day of September, 1987 and a like sum monthly thereafter until the entire amount, both principal and interest have been paid in full with the final payment, if not sooner paid being due and payable on the 17th day of August, 1992. Payments to be credited first to the payment of interest at the rate of ten (10%) per annum on the unpaid principal balance as shall from time to time remain unpaid, remainder to principal.

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, E. M. Culver

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

Randall E. Beasley and wife, Barbara Ann Beasley,

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

Being Lot No. 52 on the Map of E. C. Scruggs Avondale Plan 1st Addition, of record in Book 161, page 13, Register's Office for said County.

Said Lot No. 42 fronts 50 feet on the northerly side of Avondale Circle and extends back between parallel lines 149 feet, more or less, to and alley in the rear, measuring 50 feet thereon.

Being part of the same property conveyed to E. M. Culver by deed from Culver Manufacturing Company, Inc. of record in Book 5567, page 91, said Register's Office.

THIS IS NOT THE PRINCIPAL PLACE OF RESIDENCE OF E. M. CULVER.

This is unimproved (X) improved ( ) property, known as 1237 Avondale Circle, Nashville, TN. 37207
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with all 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, except for 1987 taxes which have been pro-rated and assumed by the Grantees herein.

AND NOW, for the purpose of further 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 Peter Weiss trustee, his successors and assigns, the real estate hereinabove 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 $ N/A 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 herein, 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 recitals may bind all parties 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 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 the grantors 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.

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 grantees, have hereunto set our hands this the 17th day of August, 19 87.

E. M. CULVER

RANDALL E. BEASLEY

BARBARA ANN BEASLEY

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 E. M. Culver and Randall E. Beasley and wife, Barbara Ann Beasley, 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 purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 17th day of August, 19 87.

Notary Public

Commission expires 2/19/88

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, (or proved to me on the basis of satisfactory evidence), 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 _____

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7327 PAGE 760

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

5 6 6 8 7

IDENTIFICATION/REFERENCE

AUG 18 9 31 AM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 06505