BOOK 7330 PAGE 883

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

Willimae Waller Wright

TO

Morris Wayne Davis and wife,
Nora Mai Davis

For draftsman's use

This instrument prepared by:
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
Morris Wayne Davis (NAME)	I. Douglas Wright, Jr. (NAME)	60-12 Parcel 79
106 Hart Lane (STREET ADDRESS OR ROUTE NUMBER)	511 Stahlman Building (STREET ADDRESS)	
Nashville, Tennessee 37207 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37201 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

5739

IDENTIFICATION REFERENCE

AUG 20 1 24 PM '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

$ 36,000.00 _____ Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 19 DAY OF August, 1987.

_____ Notary Public

MY COMMISSION EXPIRES: _____

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of THIRTY SIX THOUSAND and No/100 ($36,000.00) 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 of even date payable to the order of the Grantor in sixty (60) monthly installments of $307.00 each, including interest at the rate of ten (10%) per centum per annum, beginning September 1, 1987 and a like sum monthly thereafter with the final payment, if not sooner paid being due and payable on the 1st day of August, 1992. Payments to be credited first to the payment of interest on the unpaid principal balance as shall from time to time remain unpaid, remainder to principal. In addition to the payments of principal and interest Grantees shall pay the sum of $43.00 per month into escrow for the payment of taxes and insurance. Said Note also provides for a late charge ot $15.00 for any payment received after the 15th day of the month. This loan may not be assumed by any subsequent purchaser without the written consent of the Grantor.

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, Willimae Waller Wright, a widow

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

Morris Wayne Davis and wife, Nora Mai Davis,

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

Being Lot No. 5 on the Plan of the J. D. Wright Subdivision of record in Book 6200, page 610, Register's Office for said County.

Said Lot No. 5 fronts 65.00 feet on the southerly side of Hart Lane and extends back between lines, 131.72 feet on the westerly line and 132.60 feet on the easterly line along the westerly margin of Capitol View Avenue(unimproved) to a dead line in the rear, measuring 77.13 feet thereon.

Being part of the same property conveyed to J. Douglas Wright and wife, Willimae Waller Wright, by deed from William Frank Davis and wife, Pearle M. Davis, of record in Book 1808, page 108, said Register's Office. The said J. Douglas Wright having since died.

Maximum principal indebtedness for Tennessee recording tax purpose is $35,000.00.

This is improved (X) unimproved ( ) property, known as 106 (House Number) Hart Lane (Street), Nashville, Tennessee 37207 P. O. Address: (City or Town) (Postal Zone)

2826 08/20/87 0:00:00 CHECK

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. except for 1987 taxes which have been pro-rated and assumed by the Grantees herein

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 *five* 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* J. Douglas Wright, Jr.

said grantees and assigns, the following described real estate, situated in Davidson County, Tennessee, to-wit: Lot No. 1, on the Plan of Resubdivision of Lots Nos. 1 and 2 on the Plan of Subdivision of Property of Mrs. Ella Davis, of record in Book 3000, page 284, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description of said property.

Being the same property conveyed to Morris Wayne Davis and wife, Nora Mai Davis, by deed of record in Book 6911, page 284, Register's Office for Davidson County, Tennessee.

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 we fail to do so, 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 as they mature, or fail in paying 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 so advanced, 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 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 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.

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 19th day of August, 19 87.

WILLIMAE WALLER WRIGHT

MORRIS WAYNE DAVIS

NORA MAI DAVIS

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 WILLIMAE WALLER WRIGHT

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

Witness my hand and official seal at Nashville, Tennessee, this 19th day of August, 1987.

Notary Public

Commission expires 2/19/88

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 Morris Wayne Davis and wife, Nora Mai Davis,

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 19th day of August, 1987.

Notary Public

Commission expires 1-10-89

REC

OFF

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7350 PAGE 685

DD - DEED MD - MORTGAGE WD - WARRANTY DEED TD - TRUST DEED	CC - CERTIFIED COPY REL - RELEASE UCC - UNIFORM COMMERCIAL CODE	MISC - MISCELLANEOUS SD TAX - STATE TAX COUNTY MD TAX - STATE TAX MORT MTGE - MORTGAGE FEE

LINE	SYMBOL	VALUATION	TAX AND FEES	TOTAL
			36000.00-	CONT.
			35000.00-	MAMT.
			100.00	CSTAX
			33.00	MSTAX
			.50	PRFEE
			6.00	MDEED
			CHECK	140.30-
		3825A08/20/67	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

5 7 7 3 9

DAVIDSON REGISTER

Aug 20 1 24 PM 1967

DAVIDSON COUNTY, TN

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