# Installment Deed

File 11

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP PARCEL NUMBERS |
|---|---|---|
| Deborah M. Martin (NAME:) | SAME (NAME:) | 81-11-217 |
| 1740 17th Avenue North (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | |
| Nashville, Tennessee 37208 (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

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*FOR AND IN CONSIDERATION of the sum of* THIRTY THOUSAND AND 00/100---------- ($30,000.00) *Dollars,*

*of which* TWO THOUSAND AND 00/100---------- ($2,000.00) *Dollars, has been paid in cash,*

*the receipt of which is hereby acknowledged, and for the remainder* TWENTY EIGHT THOUSAND [illegible] AND 00/100 ($28,000.00) *Dollars,*

DEBORAH M. MARTIN *has executed*

an installment note of even date to Robert C. King and Howard Caughron payable in 22 equal installments including principal and interest of TWO HUNDRED SEVENTY [illegible] AND 21/100 ($270.21) DOLLARS each at the rate of 10% per annum with the 1st payment due and payable on the 1st day of January and with the entire balance due in one (1) final balloon payment on November 16, 1989.

*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,* We, Robert C. King and Howard Caughron

*have this day bargained and sold, and do hereby transfer and convey unto the said* Deborah M. Martin

*(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being the southerly one-half of Lot No. 358 on the Plan of McGavock, Wetmore and others addition to Nashville, called the Addition to the Town of McGavock, of record in Book 21, page 41, Register's Office for Davidson County, Tennessee.

Said southerly one-half of Lot No. 358 fronts 50 feet on the easterly side of 17th Avenue North and runs back between parallel lines 170 feet to an alley.

Being part of the property conveyed to Robert C. King and Howard L. Caughron by deed from K.J.C. Enterprises, a partnership composed of Robert E. King, Howard L. Caughron and Ernest Johnson of record in Book 7032, page 957, said Register's Office.

Total amount of indebtedness ~~for Tennessee recording tax purposes~~ is $28,000.00 .

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $30,000.00

Subscribed and sworn to before me, this the 16th day of November 19 87

Affiant

My commission expires: ~~1/19/88~~ 9-11-90 (Affix Seal)

Notary Public

This is unimproved ( ) improved ( X) property, known as 1740 17th Avenue North (House Number) (Street), Nashville, Tennessee 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* Deborah M. Martin or her *(successors), 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* our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Deborah M. Martin *(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* Deborah M. Martin *hereinafter referred to as trustors, hereby transfer and convey unto* James G. Davis *, Trustee, his successors and assigns, the real estate herembefore 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* $insurable amt. *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 6 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 convenance 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, a; 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 hand S this 16th day of November, 1987, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Robert C. King
ROBERT C. KING

Deborah M. Martin
DEBORAH M. MARTIN

Howard Caughron
HOWARD CAUGHRON

DAVIDSON COUNTY TENN.
NOV 25 8 08 AM '87
IDENTIFICATION REFERENCE
85411

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 Robert C. King and Howard Caughron and Deborah M. Martin

the bargainor S, 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 16th day of November, 1987.

My commission expires ~~1/19/88~~ 9-11-90 Notary Public Kaye Peterson

NOTARY PUBLIC
DAVIDSON COUNTY

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 _____ as _____.

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

_____ Notary Public

Commission expires _____

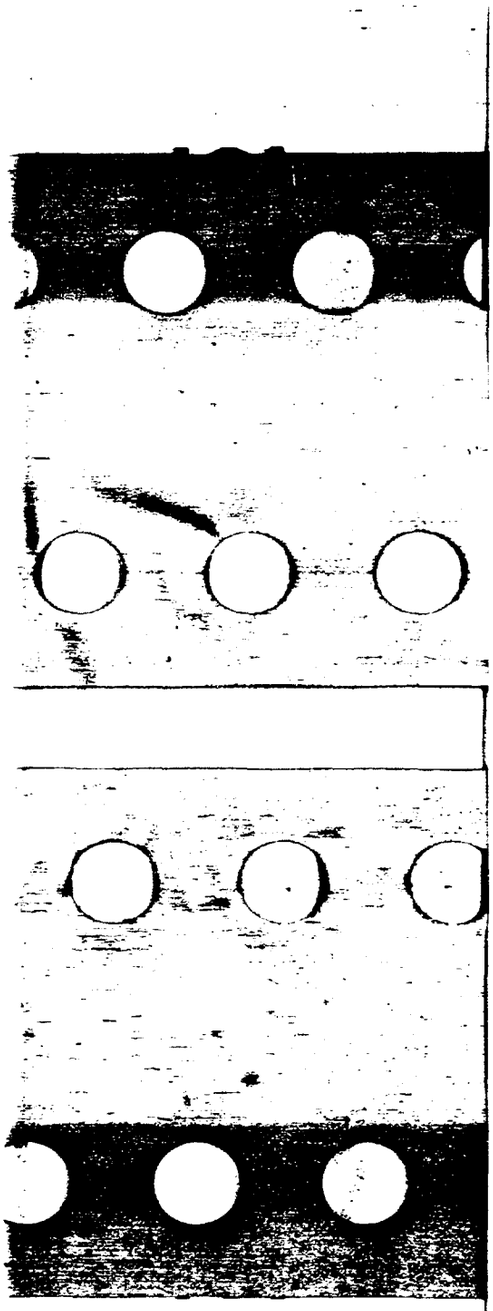
**INSTALLMENT DEED**

From
ROBERT C. KING
AND HOWARD CAUGHRON

To
DEBORAH M. MARTIN

Prepared by:
Manson, Jackson & Associates
1314 5th Avenue North, Suite 300
Nashville, Tennessee 37208

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 _____

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| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|

30000.00- CAMT.
28000.00- MAMT.
84.00 CSTAX
26.00 MSTAX
.50 PRFEE
6.00 *DEED
CHECK 116.50-
5982A11/25/87 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

8541 3

IDENTIFY REFERENCE

Nov 25 8 08 AM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 39086