39.60
11.50
.50
9.00

60.60 /

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Charles Driver, et ux	Same	Map 162
(NAME): 1559 Bell Rd.	(NAME):	Pt. Par. 131
(STREET ADDRESS OR ROUTE NUMBER): Nashville Tn. 37211	(STREET ADDRESS):	Pt. Par. 70
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of --Twelve Thousand and 00/100 -------- *Dollars,*

BOOK 7634 PAGE 312

of which None --- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Twelve Thousand and 00/100 -- (12,000.00) ---------- *Dollars,*

Charles Driver and wife, Margaret Weber Driver *have executed* their joint promissory note of even date herewith, payable in monthly installments of $50.00 each until paid in full, with the first of said monthly payments due on ~~May 1~~ 08/15, 1987; no interest shall be charged on said note as long as it is paid in accordance with the terms and conditions thereof,

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $12,000 00/100."

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN
Aug 24 8 55 AM '87
IDENTIFICATION REFERENCE

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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, EDNA WILKERSON, a widow,

have this day bargained and sold, and do hereby transfer and convey unto the said CHARLES DRIVER and wife, MARGARET WEBER DRIVER, their

0151 08/24 0101 03CHECK 60.60

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

PARCEL 1:

Bounded on the North by Benzing Road; the East by Brook View Estates Subdivision and property of Southside Church of Chrsit; the South by property to be deeded to Mrs. Pauline W. Peay; the West by prperty of Charles A. Driver.

BEGINNING at a pin in fence corner on the north right-of-way of Bell Road (Old Hickory Boulevard) 40 feet from the center line, being the SE corner of property to be deeded to Mrs. Pauline W. Peay and the SW corner of property of Southside Church ofChrist; thence with west fence line of said Church prperty N 32° 27' E 212.67 feet to a pin in fence line, being the SE corner of this tract and the beginning of this survey; thence cntinuing with west fence line f church prperty N 3° 27' E. 4294 feet to a concrete marker, being the SW corner of Brook View Estates Subdivision; thence with west line of said Subdivsiion N 3° 23' E 146.5 feet to a cncrete marker; thence continuing N 3° 23' E 13.3 feet to a point on the south right-of-way of Benzing Road 20.2 feet from the center line; thence with said right-of-way N 70° 45' 30" W for a long chord distance of 80.9 feet to a point on right-fo-way 18 feet from center line; thence cntinuing with south right-of-way of Benzing Road 18 feet from and parallel with center line N 87° 18' 30" W 233.0 feet to a pin by corner post, being the NE corner of Charles A. Driver, thence with east line of Driver S 8° 00' W 170.6 feet to a pin in fence line; thence with north line of property to be deeded to Mrs. Pauline Peay S 77° 31' I 328.7 feet to the beginning, containing 1.42 acres more or less.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 12,000.00

Subscribed and sworn to before me, this the 13 day of April, 87

Affiant

My commission expires: Oct. 29 1988

Notary Public

Being part of the same property conveyed to Charles R. Wilkerson by Deed from Pauline Wilkerson Peay of record in Book 5623, Page 407, said Register's Office; and part of the property wherein Charles R. Wilkerson established a tenancy by the entirety with his wife, Edna Wilkerson, by deed of record in Book 5623, Page 426, Register's Office for Davidson County, Tennessee; and the said Charles R. Wilkerson having since died.

unimproved ( )
This is improved ( ) property, known as Bell Road Antioch, Tennessee 37013
(House Number) (Street) 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 Charles Driver and wife, Margaret Weber Driver, 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* 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 Charles Driver and wife, Margaret Weber Driver *hereinafter referred to as trustors, hereby transfer and convey unto* O. B. Hofstetter, Jr., *Trustee, his 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 insurable value, ~~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 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 the equity of redemption, 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 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 any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises. BOOK 7634 PAGE 314

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 Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

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

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 13 *day of* April, *19*87.

THIS INSTRUMENT PREPARED BY:
HOFSTETTER & HOFSTETTER, ATTYS.
Suite 500
230 Fourth Avenue North
Nashville, TN 37219
255-7336

Edna Wilkerson
Edna Wilkerson

Charles Driver
Charles Driver

Margaret Weber Driver
Margaret Weber Driver

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Edna Wilkerson, Charles Driver, and wife, Margaret Weber Driver,

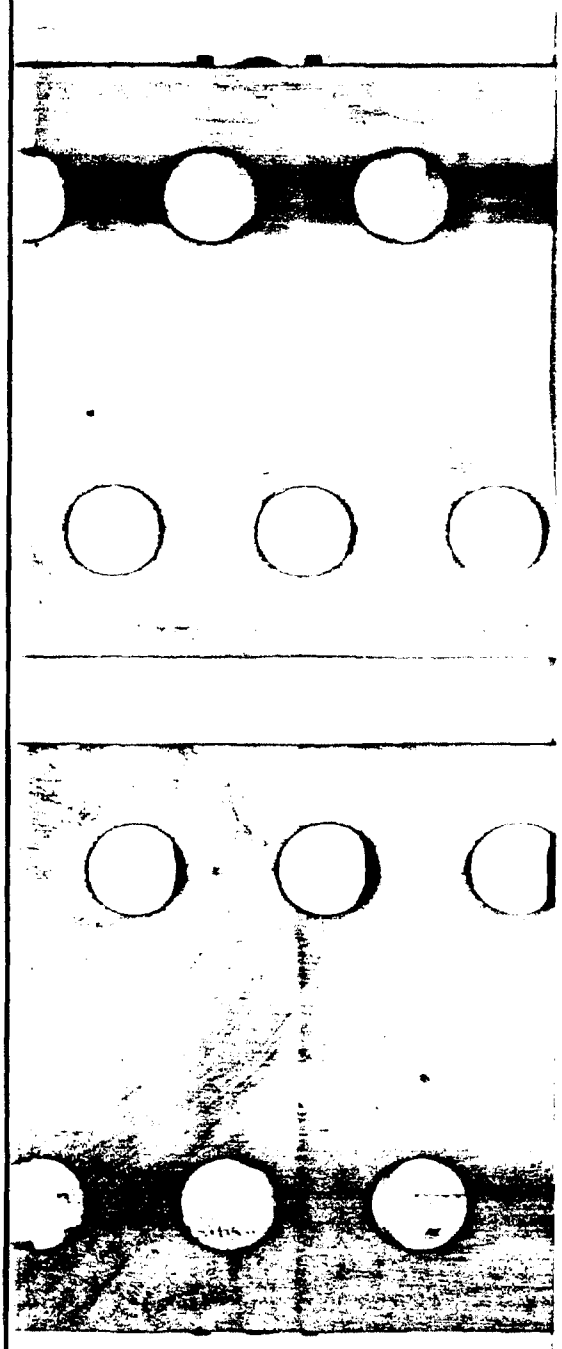
*the within named bargainor*s, *with whom I am personally acquainted, and who acknowledged that* they *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville *Tennessee, this* 13 *day of* April, *19*87.

NOTARY PUBLIC

Linda C. Smith *Notary Public*

Commission expires Oct 24, 1988



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7634 PAGE 315

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

CAMT	12000.00
MAMT	12000.00
CON TX	39.60
MOR TX	11.50
PRFEE	0.50
WDEED	9.00
TOTAL	60.60
CHECK	60.60

08/24/88 01 09:55 0001 0151

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

6: 1 3 4 7:

IDENTIFICATION REFERENCE

AUG 24 '88 03 AM

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 126669