BOOK 7658 PAGE 556 **Installment Deed** Fee 11

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP PARCEL NUMBERS |
|---|---|---|
| Mohammad Anwar | Denver | 82-16 |
| (NAME:) 616 MAIN STREET | (NAME:) | 37 |
| (STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee | (STREET ADDRESS) | |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

*FOR AND IN CONSIDERATION of the sum of* FORTY FIVE THOUSAND----------($45,000.00)---------- ----------00/100---------- *Dollars,*
*of which* TWELVE THOUSAND FIVE HUNDRED----------($12,500.00)---------- ----------00/100----*Dollars, has been paid in cash,*
*the receipt of which is hereby acknowledged, and for the remainder* THIRTY TWO THOUSAND FIVE HUNDRED---------- ----------($32,500.00)----------00/100---------- *Dollars,*

MOHAMMAD ANWAR *has executed*
an installment note of even date payable to as therein provided.

*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, unmarried, Grantor

*have this day bargained and sold, and do hereby transfer and convey unto the said* MOHAMMAD ANWAR, Grantee

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

*SEE EXHIBIT 'A'

SEP 22 8 35 AM '88 98433

Total amount of indebtedness for Tennessee recording tax purpose under any contingency in Tennessee is $32,500.00.

9645 09/22 0101 03CHECK 193.08

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }
The actual consideration or value whichever is greater, for this transfer is $ 45,000.00
Subscribed and sworn to before me, this the 14th day of September 19 88
Affiant
My commission expires: 11/10/91 (Affix Seal)
Notary Public

This is unimproved ( ) improved (X) property, known as 616 Main Street, Nashville (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*
MOHAMMAD ANWAR
*(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* MOHAMMAD ANWAR
*(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*

*hereinafter referred to as trustors, hereby transfer and convey unto* Richard Manson *, 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 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, 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 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* 14th *day of* September, *19* 88, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Preston M. Cole

MOHAMMAD ANWAR

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* Mohammad Anwar AND ~~PRESTON~~ M. COLE

*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* 14th *day of* September, *19* 88.

*My commission expires* 11/10/91 *Notary Public*

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

TO

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

EXHIBIT 'A'

Land in Davidson County, Tennessee described as follows:

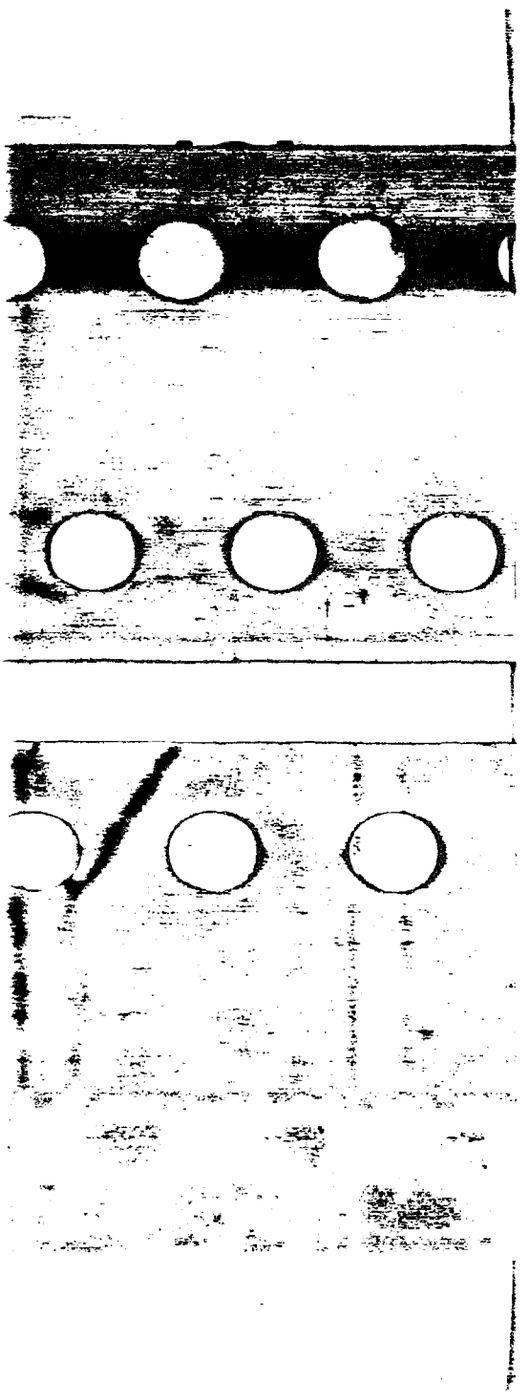
Lot No. 8 on the Plan of Henry Bloods Addition to Edgefield, now East Nashville, as of record in Book 21, Page 5, Register's Office for Davidson County, Tennessee.

Said Lot No. 8 fronts 50 feet on the southerly side of Gallatin Avenue, formerly the Gallatin Pike or Main Street and extends back between parallel lines 170 feet to an alley.

INCLUDED in the above description but specifically EXCLUDED therefrom is that portion of the property conveyed to The Nashville Housing Authority, by deed from Preston M. Cole, of record in Book 3903, Page 404, Register's Office for Davidson County, Tennessee.

Being part of the property conveyed to Ernest B. Cole by deed from H. Lester Wilson, unmarried, of record in Book 854, page 199, Register's Office for Davidson County, Tennessee, and by deed of Ora J. Cole, of record in Book 1018, page 497, said Register's Office, and devised to Preston M. Cole as devisee under the Will of E. B. Cole, deceased, of record in Book 83, Page 203, County Court Clerk's Office for said County.

This Note and Deed of Trust shall become due and payable in full if the Grantee causes a lien of any kind to be placed against the above property without the permission of the Grantor.



# OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7658 PAGE 559

| | | |
|---|---|---|
| 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 | 45000.00 |
| MAMT | 32500.00 |
| CON TX | 148.50 |
| MOR TX | 35.08 |
| PRFEE | 0.50 |
| WDEED | 9.00 |
| TOTAL | 193.08 |
| CHECK | 193.08 |

09/22/88 01 08:38 0001 9645

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

6.9.8.4.3

IDENTIFICATION REFERENCE

SEP 22 8 35 AM '88

FELIX Z. WILSON, II
REGISTER
DAVIDSON COUNTY, TN

No. 136637