Maxmium Principal Indebtedness for Tennessee Recording Tax Purpose is $50,000.00 .

BOOK 7684 PAGE 404

This Form furnished by Attorneys Title Company, Inc.

**INSTALLMENT DEED** Form No. WD-4

**FROM**
Ewing O. Harper, Jr. et ux

**TO**
Pearlie Jean Andrews, et al

For draftsman's use

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Pearlie Jean Andrews (NAME) | SAME (NAME) | 094-02-0 110.00 |
| 1800 B Long Avenue (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | 23W 02435 |
| Nashville, Tenn. 37206 (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | |

(FOR REGISTER'S USE)

7.8662 IDENTIFICATION REFERENCE

Oct 24 9 17 AM '88

FILED & WILLIAM M. REGISTER DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 52,500.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF October 19 88

Notary Public

MY COMMISSION EXPIRES: March 3, 1992

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of FIFTY-TWO THOUSAND FIVE HUNDRED AND NO/100- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - ($52,500.00) DOLLARS

of which $ 2,500.00 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 one joint promissory note of even date herewith, payable to the order of Ewing O. Harper, Jr. and wife, Lillian G. Harper. Said note payable in monthly installments as follows, Namely: On the 1st day of November, 1988 the sum of FOUR HUNDRED NINETY AND 63/100 DOLLAPS ($490.63) and thereafter a like amount on the 1st day of each succeeding month, to be applied first to the payment of interest at the rate of 10% per annum on the principal sum or so much as shall from time to time remain unpaid, the balance to be applied to payment of principal sum until the entire amount, both principal and interest has been paid in full. Privilege is reserved of paying any number of said monthly payments or this note may be paid in full on any paying date.

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,

We, Ewing O. Harper, Jr., and wife, Lillian G. Harper

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

Pearlie Jean Andrews and Elzy Lee Murray

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

Being the west 40 feet of Lot 232 on the Map of Edgefield Land Company's First Subdivision of record in Book 57, page130, Register's Office for Davidson County, Tenn.

Said part of Lot 232 fronts 40 feet on the south side of Long Avenue and runs back between parallel lines, along the east margin of 18th Street, 150 feet to an alley.

Being the same real property conveyed to Ewing O. Harper, Jr. and wife, Lillian G. Harper, by deed from Jack J. Cohen and Bessie Cohen and Julia L. Mallernee, of record in Book 3931, page 116, Register's Office for said County.

This instrument was prepared by:

Graham B. Boyce, Attorney
2300 - 21st Ave, South
Nashville, Tenn. 37212

It is agreed and understood that this mortgage cannot be assumed or transferred.

Pearlie Jean Andrews

Elzy Lee Murray

This is (X) unimproved ( ) improved property, known as 1800 Long Avenue (House Number) (Street) Nashville, Tenn. 37206 P. O. Address: (City or Town) (Postal Zone)

Mail to - Cullmeen Realty Co. 1126 Stahlman Bldg Nashville, Tenn 37201-1512

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.

We further covenant and bind ourselves, our heirs and represenatives, 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 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 Graham B. Boyce Trustee, his successors and assigns, the real estate hereinbefore 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 $ 50,000.00 til 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 therein, 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 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 advise 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 5th day of October 1988.

Ewing O. Harper Jr. Pearlie Jean Andrews

Lillian G. Harper Elzy Lee Murray

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me Edith H. Dempsey, a Notary Public in and for said County and State, the within named Ewing O. Harper, Jr., and wife Lillian G. Harper and Pearlie Jean Andrews and Elzy Lee Murray 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 5th day of October, 19 88.

Edith H. Dempsey Notary Public

Commission expires March 3, 1992

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

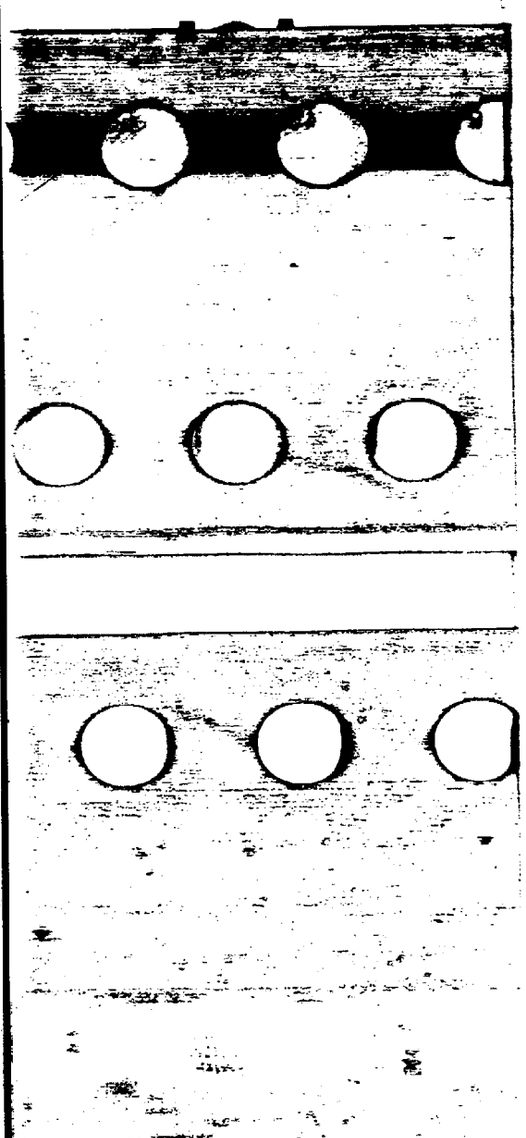
9736 10/24 0101 03CHECK 234.95

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 _____

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

| | |
|---|---|
| CAMT | 52500.00 |
| MAMT | 50000.00 |
| CON TX | 173.25 |
| MOR TX | 55.20 |
| PRFEE | 0.50 |
| WDEED | 6.00 |
| TOTAL | 234.95 |
| CHECK | 234.95 |

10/24/88 01 09:18 0001 9736

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7862

IDENTIFICATION REFERENCE

OCT 24 9 37 AM '88

FELIX Z WILSON REGISTER
DAVIDSON COUNTY TN

No. 146493