BOOK 7870 PAGE 776

THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $7,500.00.

INSTALLMENT DEED

FROM: SARA S. ROBIN SIR

7377 06/21 0101 03CHECK 42.22

TO: MELVIN R. BOOKER

Address New Owner As Follows: Send Tax Bills: Map-Parcel Nos.

Mr. Melvin Booker
1713 - 14th Avenue North
Nashville, TN

Mr Melvin Booker
1935 14th Ave, No
Nashville, Tn 37208

Map 81-11
Parcel 338

(FOR REGISTER'S USE)

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)
The actual consideration or value, whichever is greater, for this transfer is $8,000.00.

Melvin Booker
Affiant

Sworn to and subscribed before me, this 13th day of June, 1989.

Notary Public
My Commission Expires: July 10 1992

THIS INSTRUMENT PREPARED BY:
MORRIS LEVINE
Attorney at Law
1119 Stahlman Bldg.
Nashville, TN 37201

FOR AND IN CONSIDERATION of the sum of Eight Thousand ($8,000.00) DOLLARS, of which Five Hundred ($500.00) Dollars has been paid in cash by the grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee has executed his promissory note in the principal sum of Seven Thousand Five Hundred ($7,500.00) Dollars, of even date herewith, which said note is payable to the order of SARA S. ROBIN SIR. Said note provides for the payment of attorney's fees, if placed in the hands of an attorney for collection. Said note being payable in monthly installments of $130.00 each, including interest at the rate of 12% per annum on the unpaid principal balance. Monthly payments are to be applied, first, to the payment of interest on the principal, or so much thereof as shall from time to time remain unpaid, and the balance to be applied to payment of principal, until the entire amount is paid in full. The first payment of $130.00 is due and payable on July 13th, 1989, and thereafter on or before the 13th day of each succeeding month until full payment is made,

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,

SARA S. ROBIN SIR,

hereinafter called the grantor, has this day bargained and sold, and does hereby transfer and convey unto MELVIN R. BOOKER, Unmarried, herein called grantee, his heirs and assigns, certain real estate in Davidson County, Tennessee, described as follows, to-wit:

BEING the southerly 55 feet of Lot No. 282 on the Plan of McGavock, Wetmore and Others' Second Addition to Nashville, called the Addition to the Town of McGavock, as of record in Book 21, page 41, Register's Office for Davidson County, Tennessee.

SAID part of Lot No. 282 fronts 55 feet on the westerly side of 14th Avenue, North, formerly Alberta Avenue, and runs back between parallel lines, 170 feet to an alley.

BEING the same property conveyed to Sara S. Robin by Trustee's Deed from David J. Levine, Trustee, of record in Book 6314, page 188, Register's Office for Davidson County, Tennessee. The said Sara S. Robin having since married, and Joseph Sir, husband of

Sara S. Robin Sir, joins in this conveyance for the purpose of conveying any and all of his right, title and interest in and to the real property described herein to the Grantee.

This is unimproved property known as 1713 - 14th Avenue North, Nashville, Tennessee.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging to the said grantee, his 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, except for current year's property taxes, which are pro-rated and assumed by grantee, and, the lien created herein.

I further covenant and bind myself and my heirs and representatives, to warrant and forever defend the title to the said real estate to said grantee, his 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 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 GAY LISA LEVINE, Trustee, her 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 insurable amount until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to the 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 said 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 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, 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 grantor and grantees, have hereunto set our hands this the 13th day of June, 1989.

Melvin R. Booker

Sara S. Robin Sir

Joseph Sir

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 SARA S. ROBIN SIR and husband, JOSEPH SIR and MELVIN R. BOOKER, 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 13th of June, 1989.

Notary Public

My Commission Expires: July 10, 1990

43138

IDENTIFICATION REFERENCE

Jun 21 3 55 PM '89

FELIX Z. WILSON REGISTER DAVIDSON COUNTY, TN

65:007

NOTARY PUBLIC

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7870 PAGE 779

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TAX - STATE TAX CONVEY
MO TAX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL
				CAMT 8000.00
				MAMT 7500.00
				CON TX 26.40
				MOR TX 6.32
				PRFEE 0.50
				WDEED 9.00
				TOTAL 42.22
				CHECK 42.22
			06/21/89 01	15:56 0001 7377

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

4313.8.

IDENTIFICATION REFERENCE

Jun 21 3 55 PM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 221678