# Installment Deed

Bk #53 27600S

| ADDRESS NEW OWNER (S) AS FOLLOWS | SEND TAX BILLS TO | MAP PARCEL NUMBERS |
|---|---|---|
| Sherri C. Green | SAME | 118-5-183 |
| (NAME) | (NAME) | |
| 905 East Clayton Avenue | | |
| (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | |
| Nashville, TN | | |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

BOOK 8141 PAGE 838

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED THOUSAND AND 00/100---------- ----------($100,000.00)---------- Dollars, of which ZERO---------- ---------- Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED THOUSAND AND 00/100--------- ----------($100,000.00)---------- Dollars, Sherri C. Green and husband Harvell Green have executed

a promissory note of even date herewith in the principal sum of $100,000.00, with no interest, payable to Nelda Gray Hambrick as executrix of the Estate of Norma Gray Davis. Said Note will bear no interest and monthly payments of $700.00 are to begin on July 1, 1990 and to continue thereafter on the first day of each month until July 1, 1995 at which time said note is to be paid in full.

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. Nelda Gray Hambrick, executrix of the Estate of Norma Gray Davis

have this day bargained and sold, and by these presents do grant, bargain and convey unto the said Sherri C. Green and husband Harvell Green their (successors, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 56-B on the Plan of Battlefield Estates, Section No. 1, as of record in Book 843, pages 96 and 97, Register's Office for Davidson County, Tennessee.

Said Lot No. 56-B fronts 75 feet on the southerly side of East Clayton Avenue and runs back 230.1 feet on the westerly line and 231.54 feet on the easterly line to a dead line and measures 75 feet thereon.

Being the same real property conveyed to John N. Davis, Jr., and wife, Norma J. Davis, by deed of record in Book 4080, page 979, Register's Office for Davidson County, Tennessee, with the said Norma J. Davis surviving John N. Davis, Jr.. The will of Norma Gray Davis of record in will book 164, apge 135, Davidson County Probate Court directs the executrix to sell said real estate.

The said Norma J. Davis and Norma Gray Davis being one and the same person

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $100,000.00

Affiant

Subscribed and sworn to before me, this the 28 day of June, 19 90

My commission expires 1-23-94 (Affix Seal)

Notary Public

This improved ( X ) property, known as 905 East Clayton Avenue, Nashville, TN (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 Sherri C. Green and husband Harvel Green 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 myself as executrix only 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 Sherri C. Green and husband, Harvell Green hereinafter referred to as trustors, hereby transfer and convey unto James G. Lackey, III, 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 $ max. ins., 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 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 is then 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 words "Trustors" when used herein shall apply to parties both singular and plural.

Witness my hand this 28 day of June, 19 90 the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Nelda Gray Hambrick, executrix of the Estate of Norma Gray Davis

Sherri C. Green

Harvell Green

STATE OF TENNESSEE
COUNTY OF Tennessee

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 100,000.00"

Personally appeared before me the undersigned a Notary Public in and for said County and State, the within named Nelda Gray Hambrick, executrix and Sherri C. Green and husband, Harvell Green

the bargainor s, they with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, TN this 28 day of June, 19 90

My commission expires 1/23/94 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 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

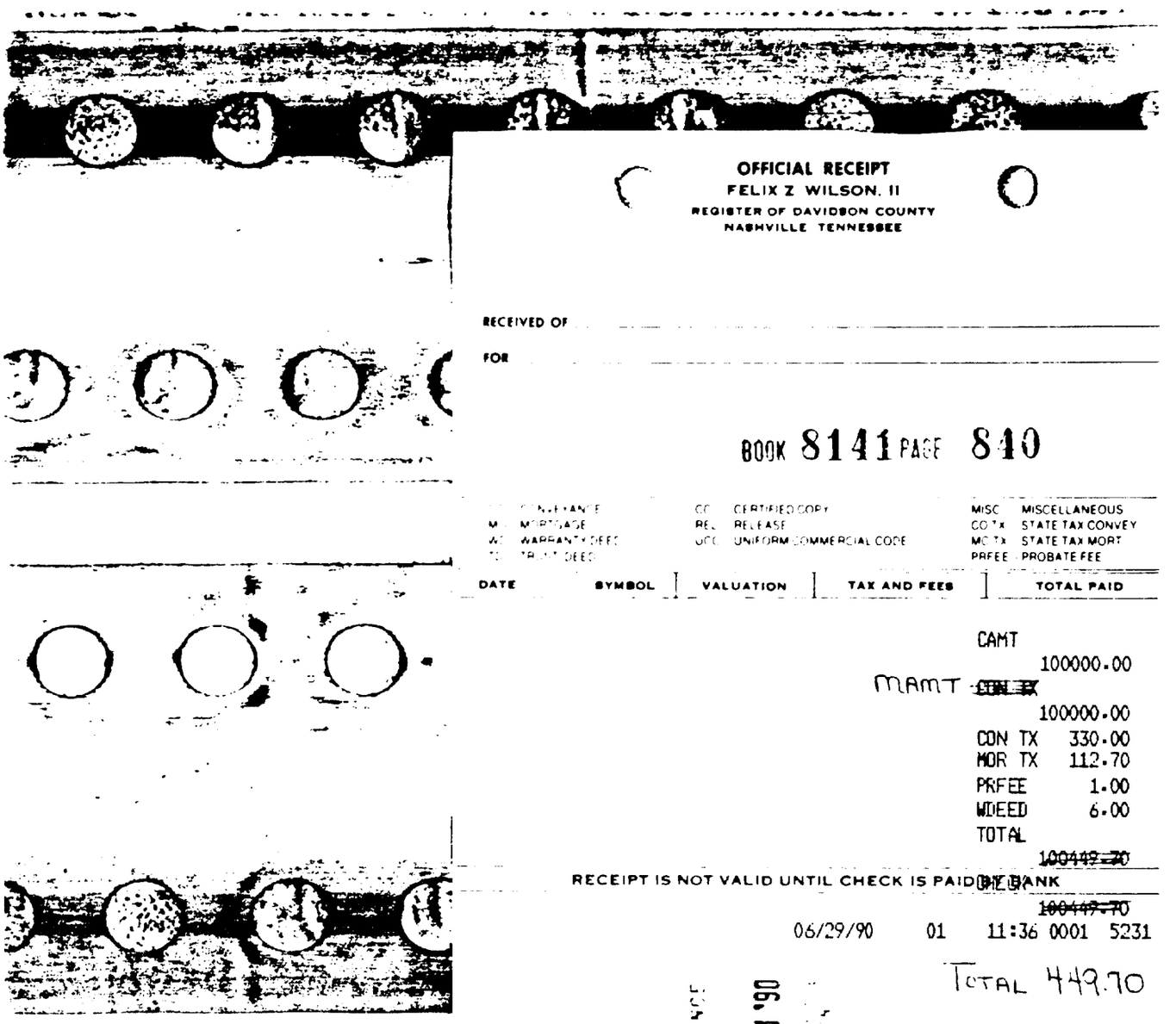
TO

THIS INSTRUMENT WAS PREPARED BY:
Cannon and Lackey, Attorneys
344 Fourth Avenue North
Nashville, TN 37219

Published by
Ticor Title Insurance Company
Public Square Building
344 4th Avenue North
NASHVILLE, TENNESSEE 37

5231 06/29 0101 03CHECK 449.70

FILED JUN 29 11 34 AM '90



**OFFICIAL RECEIPT**
FELIX Z WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE TENNESSEE

RECEIVED OF

FOR

BOOK 8141 PAGE 840

| | | | | | |
|---|---|---|---|---|---|
| | CONVEYANCE | CC | CERTIFIED COPY | MISC | MISCELLANEOUS |
| M | MORTGAGE | REL | RELEASE | CO TX | STATE TAX CONVEY |
| WD | WARRANTY DEED | UCC | UNIFORM COMMERCIAL CODE | MO TX | STATE TAX MORT |
| TD | TRUST DEED | | | PRFEE | PROBATE FEE |

| DATE | SYMBOL | VALUATION | TAX AND FEES | TOTAL PAID |
|---|---|---|---|---|
| | CAMT | | | 100000.00 |
| | MAMT ~~CON TX~~ | | | 100000.00 |
| | CON TX | | 330.00 | |
| | MOR TX | | 112.70 | |
| | PRFEE | | 1.00 | |
| | MDEED | | 6.00 | |
| | TOTAL | | | ~~100449.70~~ |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

~~100449.70~~

06/29/90 01 11:36 0001 5231

TOTAL 449.70

37501

JUN 29 11 34 AM '90

No. 332826