Installment Deed

BOOK 8340 PAGE 782

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
MARY J. WILLIAMS	MARY J. WILLIAMS	81-07-45
(NAME)	(NAME)	
2103-14th Ave., North	2103-14th Ave., North	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN. 37208	Nashville, TN. 37208	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

mail

FOR AND IN CONSIDERATION of the sum of One-dollar - - - - - - - - - - - - - - - -($1.00) *Dollars,*

of which One-dollar ($1.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Thirty-thousand-dollars - - ($30,000.00) *Dollars,*

The Grantee has executed her note payable to: CHARLES STUART and wife, EDITH B. STUART in 240 monthly Installment Payments in the sum of Two-hundred-eighty-nine-dollars-fifty-one-cents ($289.51) each. The first of the said Installment payments shall become due and payable on the 24th day of May, 1991, and the remaining Installment Payments shall become due and payable on the 24th day of each month thereafter and on each succeeding month, until the balance is paid in full. The said Note bears interest at the rate of ten-percent (10%) per annum, of which is included in each of the Installment payments.

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, CHARLES STUART and wife, EDITH B. STUART

have this day bargained and sold, and do hereby transfer and convey unto the said MARY J. WILLIAMS, an unmarried woman,

her *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows

Land in Davidson County, Tennessee, being the northerly 6 feet of the easterly 106 feet of Lot No. 38 and the southerly 42 feet of the easterly 106 feet of Lot No. 37 on the Owens Plan of Buena Vista, of record in Book 57, page 26 and 27, Register's Office for Davidson County, Tennessee.

Said parts of said lots adjoin and front together 48 feet on the westerly side of 14th Avenue North and extends back between parallel lines 106 feet to an alley.

Being the same property conveyed to Charles Stuart and wife, Edith B. Stuart by dded from Ruth Johnson, of Record in Book 7406, page 1, Register's Office for Davidson County, Tennessee. The said land is improved and known as 2103-14th Ave., North, Nashville, TN. 37208. Send all tax statements to Ms. Mary J. Williams at the aforesaid address.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 30,000.00"

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 30,000.00

Affiant

Subscribed and sworn to before me, this the 24th day of April 19 91

My commission expires: September 26, 1992 (Affix Seal)

Notary Public

Mose J. Davie

XXXXXXXXXXXXXX unimproved ( ) This is improved (X) property, known as 2103 - 14th Ave., North, Nashville, TN. 37208 (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 Grantee her *(successors), 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 representatives, to warrant and forever defend the title to said real estate to said* Mary J. Williams her *(successors), heirs and assigns, against the lawful claims of all persons.*

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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 Mary J. Williams

Mose J. Davie, *hereinafter referred to as trustors, hereby transfer and convey unto , 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 $ 30,000.00 *, 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 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 my *hand* on *this* 24th *day of* April, *19* 91, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

x Mary J. Williams
MARY J. WILLIAMS

x Charles Stuart
CHARLES STUART

x Edith B. Stuart
EDITH B. STUART

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Mose J. Davie, *a Notary Public in and for said County and State, the within named* MARY J. WILLIAMS, CHARLES STUART and wife, EDITH B. STUART

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 *this* 24th *day of* April, *19* 91

My commission expires September 26, 1992 *Notary Public* x Mose J. Davie

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* _____ *and attesting the same by the said* _____.

Witness my hand and seal, at office in _____ *day of* _____, *19*____

Commission expires _____ _____ *Notary Public*

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 30,000.00

Mary J. Williams
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th DAY OF April 1991.

R. Chandler
Deputy Register

FILED FOR RECORD AND RECORDED IN OFFICIAL RECORDS OF DAVIDSON COUNTY, TN.
APR 30 12 53 PM 91

IDENTIFICATION REFERENCE

02 0 1 0 5

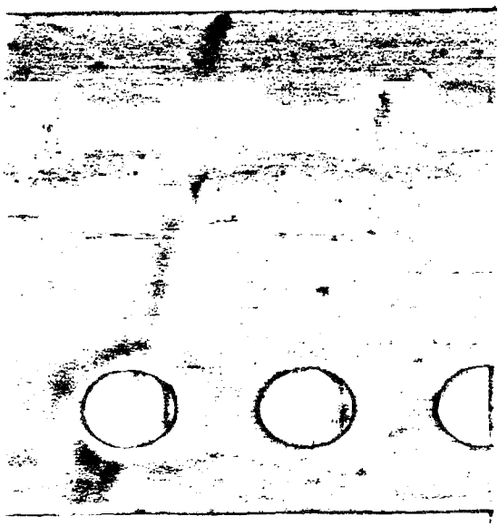
INSTALLMENT DEED

FROM
CHARLES STUART and wife,
EDITH B. STUART

TO
MARY J. WILLIAMS, an
unmarried woman

THIS DEED PREPARED BY:
MOSE J. DAVIE, Attorney
1026-4th Ave., North
Nashville, TN. 37219
(615)-256-6119

Published by
Ticor Title Insurance Company
Public Square Building
344 4th Avenue North
NASHVILLE, TENNESSEE 37219





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 30000.00
MAMT 30000.00
CON TX 99.00
MOR TX 32.20
PRFEE 1.00
MDEED 6.00
TOTAL 138.20
CHECK 138.20

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

04/30/91 01 12:54 0001 9377

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IDENTIF. REFERENCE

APR 30 12 55 PM '91

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

No. 417361