B0120

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

Wilton C. Thompson and wife,
Floris Thompson

TO

Robert F. Mull

For draftsman's use

Prepared by: Rick M. Johnson
3221 Nolensville Rd.
Nashville, TN 37211

RE-RECORD BOOK 8769 PAGE 726

BOOK 8767 PAGE 171

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert F. Mull (NAME)	S.A.M.E. (NAME)	119-2-125
109 Evelyn Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	119-1-258
Nashville, TN (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

58208.

IDENTIFICATION REFERENCE

OCT 27 9 20 AM '92

L. A. WILSON III REG. STATE DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 27,000.00 Robert F Mull
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 16th DAY OF OCTOBER, 1992.

Notary Public

MY COMMISSION EXPIRES: 7/27/96

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of TWENTY SEVEN THOUSAND AND NO/100 ($27,000.00) DOLLARS

DOLLARS

of which $ 3,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed his promissory note in the amount of TWENTY FOUR THOUSAND AND NO/100 ($24,000.00) DOLLARS payable in monthly installments of TWO HUNDRED FIFTEEN AND 72/100 ($215.72) DOLLARS per month beginning November 15, 1992, and each succeeding month thereafter a like amount until all principal and interest have been paid. Said note bears interest at the rate of seven (7%) percent and is included in each monthly installment. If payment becomes ninety (90) days delinquent, the mortgagee will convey the property back to the mortgagor.

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, Wilton C. Thompson and wife, Floris Thompson

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

Robert F. Mull, unmarried

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

SEE ATTACHED "Exhibit A"

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $24,000.00

The Holder(s) and Grantor(s) herein agree that this note cannot be assumed, transferred or otherwise conveyed to another purchaser without written permission of the Holder(s). If said property is conveyed to another person without written permission of the Holder(s), the Holder(s) can call this note at once due and payable.

THE STATUTORY RIGHT OF REDEMPTION IS EXPRESSLY WAIVED.

This instrument is being Re-Recorded because "Exhibit A" was inadvertently not recorded with the prior conveyance.

This is unimproved ( ) improved ( ) property, known as 109 Evelyn Street, Nashville, TN
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

[redacted]

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantee... 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 representatives, 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 Rick M. Johnson 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 $ full value until 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 herein, 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, homestead, dower 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 16th day of OCTOBER 19

x Robert F. Mull

x Wilton C. Thompson

x Floris Thompson

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BOOK 8767 PAGE 172

Personally appeared before me undersigned, a Notary Public in and for said County and State, the within named Wilton C. Thompson and wife, Floris Thompson and Robert F. Mull, 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 16th day of October, 1992.

Notary Public

Commission expires 7/27/96

RE-RECORD
BOOK 8769 PAGE 727

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, undersigned, 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 _____

4488 10/27/1992 01:01 PM 03CHECK 134.20
4489 10/27/1992 01:01 PM 03CHECK 12.00

"EXHIBIT A"

RE-RECORD

BOOK 8769 PAGE 723

Tract 1

Being Lot No. 28 on the Map of Subdivision of Lots Nos. 7, 8, 9, 10 and parts of Lots Nos. 6, 11, 12 and 13, Cumberland Nurseries, as of record in Book 332, page 36, Register's Office for said County. Said Lot No. 28 fronts 50 feet on the southerly side of Evelyn Street and runs back between parallel lines 150 feet to an alley.

Tract 2:

Being Lot No. 27 on the Map of Subdivision of certain lots in Cumberland Nurseries Plan of record in Book 332, page 36, Register's Office for said County. Said Lot No. 27 fronts 50 feet on the southerly side of Evelyn Street and runs back between parallel lines 150 feet to an alley.

THERE IS EXCEPTED AND EXCLUDED FROM THIS CONVEYANCE a deed heretofore conveyed from Millard Trenton Stubblefield, et.ux., to the Highway Department of the State of Tennessee, of record in Book 4360, Page 62, Register's Office for Davidson County, Tennessee, being described as follows:

Being parts of Lots No. 27 and 28 on the plan of the Subdivision of certain lots in Cumberland Nurseries as of record in Book 332, Page 36, Register's Office, Davidson County, Tennessee.

BEGINNING at a point in the southerly margin of Evelyn Drive said point being the Northeast corner of Lot No. 26 on said plan; thence with the margin of Evelyn Drive South 84 deg. 00 min. East 100 feet to the northwest corner of Lot No. 29; thence with the westerly boundary of Lot 29 southwardly 26.6 feet to a point; thence South 77 deg. 21 min. West 105.7 feet to the easterly boundary of said Lot No. 26; thence with said boundary northwardly 60.3 feet to the point of beginning and containing 4345 square feet and being part of the same property conveyed to Millard Trenton Stubblefield, et. ux., as of record in Book 1815, Page 380 and by deed of record in Book 1273, page 280, Register's Office for Davidson County, Tennessee.

The above described property is hereby conveyed in fee simple. It is to be used for the construction of a controlled access highway and all right and ingress and egress to, from and across the same and to and from abutting lands is hereby conveyed.

The Highway Department of State of Tennessee, or its duly authorized agents or assigns is hereby given the right to enter upon grantors remaining land for the purpose of removing improvements and/or encroachments which are located both on the land granted to said Highway Department, and the remaining land of the grantor herein.

Being the same property conveyed to Wilton C. Thompson and wife, Floris Thompson by deed from Rich M. Johnson, Trustee, of record in Book 7843, page 86, Register's Office for Davidson County, Tennessee.

RE-RECORD

5 8 9 8 4

IDENTIFICATION REFERENCE

OCT 29 10 45 AM '92

DAVIDSON COUNTY, TN