Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $17,500.00

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO	MAP PARCEL NUMBERS
Charles Beverly etux	SAME	Map 105-4
(NAME)	(NAME)	Par. 78
1611 Ashwood Avenue	(STREET ADDRESS)	
(STREET ADDRESS OR ROUTE NUMBER)		
Nashville, TN 37203		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 8858 PAGE 235

FOR AND IN CONSIDERATION of the sum of Nineteen Thousand and no/100 - ($19,000.00) - - - - - - - - - - - - - - - - - Dollars,

of which One Thousand Five Hundred and no/100 - ($1,500.00) - - - - - - - - Dollars, has been paid in cash,

the receipt of which is hereby acknowledged, and for the remainder Seventeen Thousand Five Hundred and no/100 - ($17,500.00) - - - - - - - - - - - - - - - - Dollars,

Charles Beverly and wife Myra Beverly have executed their promissory note of even date herewith in the principla amount of $17,500.00, payable to the order of Ahron H. Lucas and Sefton B. Lucas DBA Lucas Properties in monthly installments of $300.00 each, which installments include both principal and interest at the rate of 8.5% per annum, the first installment falling due on March 1, 1993, and the others on the same day of each successive month thereafter until said note is 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. We, Ahron H. Lucas and Sefton B. Lucas DBA Lucas Properties

have this day bargained and sold, and do hereby transfer and convey unto the said Charles Beverly and wife, Myra Beverly (successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 467 in Maury and Claibornes Addition to Nashville, a Plan of which is of record in Book 21, pages 84 and 85, Register's office for Davidson County, Tennessee, to which plan reference is made for a more complete description. Also a strip of twenty five feet of ground lying between the west line of said lot and the east line of Lincoln Avenue.

Said Lot No. 467 and strip of ground together front seventy five (75) Feet on the northerly side of Trimble Street and run back with the easterly margin of Lincoln Avenue one hundred and eighteen (118) feet, more or less, to an alley and showing one hundred and five (105) feet, more or less, on said alley.

Being the same property conveyed to Marion Brown Lucas by Quitclaim Deed from Ahron Lucas and David Simon, Co-Executors of the Estate of Sadie Brown Freed Walker, deceased, of record in Book 7948, page 206, Register's Office for Davidson County, Tennessee; the said Marion Brown Lucas having since died testate and by her Will of record in Book 173, page 495, Probate Court of Davidson County, Tennessee, the above-described property was devised to Ahron H. Lucas and Sefton B. Lucas, in equal shares as tenants in common. Susan Lucas joins in this conveyance for the express purpose of conveying any right, title, and interest she may have by virture of her marriage to Ahron H. Lucas.***

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $19,000.00

Subscribed and sworn to before me, this the 4th day of February, 1993

Affiant

My commission expires Jan 27, 1996

Notary Public

(Affix Seal)

This is unimproved (X) property, known as 34 Trimble Street, Nashville, Tennessee
(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 Charles Beverly and wife, Myra Beverly (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 unincumbered. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Charles Beverly and wife, Myra Beverly (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 installing as thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Charles Beverly and wife, Myra Beverly hereinafter referred to as trustors, hereby transfer and convey unto Lee A. Cohen, 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 $ 19,000.00, 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.

*** Doris Lucas joins in this conveyance for the express purpose of conveying any right title and interest she may have by virture of her marriage to Sefton B. Lucas

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IS UNSATISFACTORY IN THIS DOCUMENT WHEN RECEIVED

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 one, 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 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 our *hand* s *this* 4th *day of* February, 1993, *the corporate parties, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Ahron H. Lucas
Susan Lucas
Charles Beverly
Myra C. Beverly

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 8858 PAGE 236

Personally appeared before me, _____, *a Notary Public in and for said County and State, the within named* Ahron H. Lucas and wife, Susan Lucas and Charles Beverly and wife, Myra Beverly, *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* 4th *day of* February, 1993.

My commission expires Jan 27, 1996 *Notary Public* Lee A. Coker

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* _____ *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
Ahron H. Lucas and Sefton B. Lucas DBA Lucas Properties

To
Charles Beverly and wife, Myra Beverly

This instrument prepared by:
Jimmy A. Duncan, Atty.
4904 Charlotte Avenue
Nashville, Tennessee 37209

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

STATE OF TENNESSEE)

COUNTY OF SHELBY)

BOOK 8858 PAGE 237

Personally appeared before me, Cynthia T. Turner, a Notary Public in and for said County and State, the within named Sefton B. Lucas and wife, Doris Lucas 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 Memphis TN, this 28th day of January, 1993.

Notary Public

My commission expires: MY COMMISSION EXPIRES AUGUST 8, 1995.

89831.

IDENTIFICATION REFERENCE

FEB 5 8 15 AM '93

DAVIDSON COUNTY, TN

PICK-UP

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8855 PAGE 238

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - 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 19000.00
				MAMT 17500.00
				CON TX 70.30
				MOR TX 17.83
				PRFEE 1.00
				MISCD 12.00
				TOTAL 101.13
				CHECK 101.13
			01	08:13 0001 0048

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

8983 I.

IDENTIFICATION REFERENCE

FEB 5 8 15 AM '93

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 616560