Installment Deed BOOK 8873 PAGE 628

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
James M. Claxton, et ux.	Same	Map 421
(NAME:) 2625 Grandview Avenue	(NAME:)	Page 153
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37211	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One ($1.00) DOLLAR and the execution of a contract for rendition of future services Dollars, of which one ($1.00) Dollar Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder future services to be rendered XXX Dollars, James M. Claxton and wife, Beverley Ann Claxton has executed

a contract for rendition of future services to-wit: James M. Claxton and Beverley Ann Claxton are to live on the premises described hereinbelow, make certain improvements thereon, provide care and comfort to Raymond H. Claxton, James M. Claxton's father, and pay Raymond H. Claxton Two Hundred ($200.00) DOLLARS per month for life, the value of said contract for recording purposes is Five Thousand and 00/100 ($5,000.00) DOLLARS,

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, Raymond H. Claxton has this day bargained and sold, and do hereby transfer and convey unto the said James M. Claxton and Beverley Ann Claxton (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 65 on the Map showing the re-subdivision of the Hughes Residence Lot and the re-subdivision of certain lots in Edenwold Park, of record in Book 421, page 153, Register's Office for said County which is a re-subdivision of certain lots on the original plan of Edenwold Park and the Hughes Residence Lot as shown on the Revised and Corrected Plan of Edenwold Park, of record in Book 332, page 29 Register's Office, and described as follows: Beginning at a point in the westerly margin of Caldwell, formerly Marshall Avenue, the common corner of lots Nos. 65 & 66; thence with the line between said lots westerly 198 feet to a point at a turn in said lot; continuing with the line between said lots and westerly 61.2 feet to an alley; thence with the margin of said alley southerly 50 feet to a point, the common corner of lots Nos. 65 & "A" on the plan of record in book 421, page 153, said Register's Office, aforesaid; thence with the line between said lots southeasterly 72 feet to a point at a turn in said line, and continuing with said line easterly 208 feet to the westerly margin of Caldwell Avenue, then with the line of the same North 50 feet to the point of beginning. *continued

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ NCELLED

Subscribed and sworn to before me, this the 17th day of February 1993

Raymond H. Claxton
Affiant

Martha J. Stringfellow
Notary Public

My commission expires: 7-24-93
(Affix Seal)

This is unimproved ( ) improved (X) property, known as 2625 Grandview Ave., Nashville, TN 37211
(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 Raymond H. Claxton (successors), heirs and assigns forever. He covenant that he is 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 that Raymond H. Claxton expressly reserves a Life Estate Raymond H. Claxton, his further covenant and bind heirs and representatives, to warrant and forever defend the title to said real estate to said James M. Claxton and wife, Beverley Ann Claxton (successors), heirs and assigns, against the lawful claims of all persons., except for the said Life Estate

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 James M. Claxton and wife, Beverley Ann Claxton hereinafter referred to as trustors, hereby transfer and convey unto Brian O. Bowhan, 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 $ 40,000.00, 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 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 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 any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

BOOK 8873 PAGE 629

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 word "Trustors" when used herein shall apply to parties both singular and plural.

Witness our hands this 19th day of February, 1993, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

+ Raymond H. Claxton

× James M. Claxton

Beverley Ann Claxton

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Raymond H. Claxton, James M. Claxton and Beverley Ann Claxton

the within named bargainors, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville *Tennessee, this* 19th *day of* February, 1993.

Martha J. Haynes *Notary Public*

Commission expires 7-24-93

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ... a Notary Public of the State and County aforesaid, personally appeared ....., with whom I am personally acquainted, 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 .....

INSTALLMENT DEED

FROM

RAYMOND H. CLAXTON

TO

JAMES M. CLAXTON, ET UX.

This instrument prepared by:
Brian O. Bowhan
Morrow, Bowhan & Associates
3221 Nolensville Road
Nashville, TN 37211

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37208

INSTALLMENT DEED

James M. Claxton, et ux.
2625 Grandview Avenue
Nashville, TN 37211

Map 421
Page 153

* Property Description Continuation:

Being part of the property conveyed to First Federal Savings and Loan Assn. of Nashville, by deed from Nashville Building and Loan Association of record in Book 1207, page 554, said Register's Office.

Being the same property conveyed to Raymond H. Claxton and wife, Mary Claxton, Mary Claxton having since died, by deed from First Federal Savings and Loan Association of Nashville, of record in Book 1246, page 18, said Register's Office.

EXCEPT THAT RAYMOND H. CLAXTON EXPRESSLY RESERVES A LIFE ESTATE IN HIS FAVOR ON THIS REAL PROPERTY.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 50000."

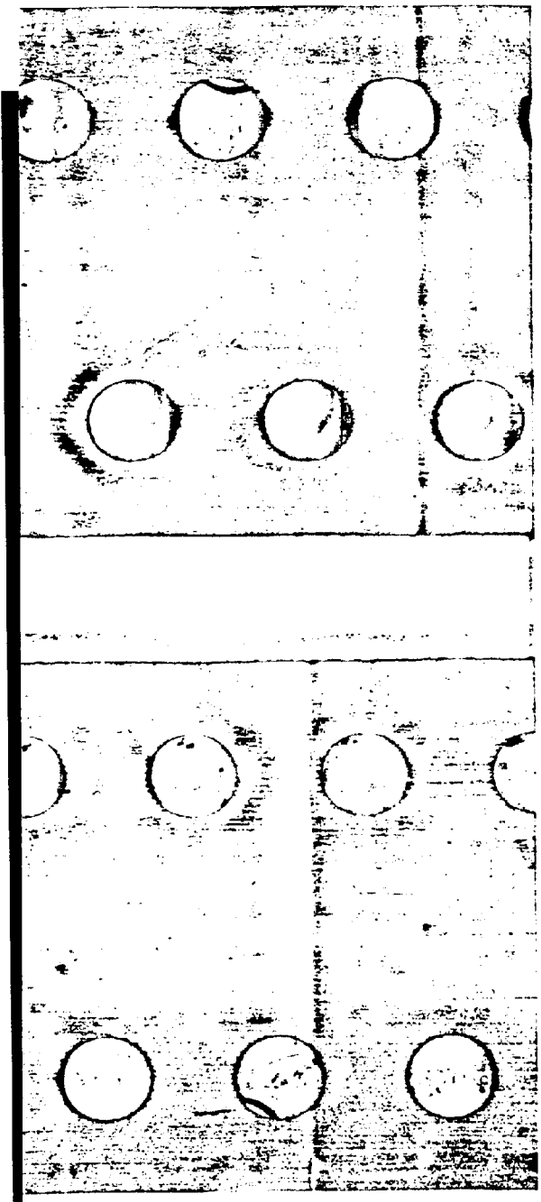
7065 02/25 0101 03CHECK 164.45

95410

IDENTIFICATION REFERENCE

FEB 25 2 35 PM '93

WILLIAM R. WILSON JR. REGISTER
DAVIDSON COUNTY, TN



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8873 PAGE 631

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 40000.00
				MAMT 5000.00
				CON TX 148.00
				MOR TX 3.45
				PRFEE 1.00
				WDEED 12.00
				TOTAL 164.45
				CHECK 164.45
02/25/93	01		14:35 0001	7065

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

95 41 0

IDENTIFICATION REFERENCE

FEB 25 2 36 PM '93

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 624063