Maximum Principal Indebtedness for Tennessee Recording Tax purposes is $90,000.00

Re-Recorded for the purpose of correcting address of property to 1601 Lischey Avenue Nashville, TN 37207

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

Eugene Carter and wife,

Marcelle Carter

TO

Rita K Scott

RE-RECORD
BOOK 9462 PAGE 981

For draftsman's use

Prepared by:
Jimmy A. Duncan, Atty.
4904 Charlotte Avenue
Nashville, Tennessee 37209

BOOK 9425 PAGE 599

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Rita K. Scott (NAME)	SAME (NAME)	Map 71-12
1601 Lischey Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 20
Nashville, TN 37207 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	12DA-43325

(FOR REGISTER'S USE)

94 AUG -2 PM 1:33
FELIX Z. DAVIDSON REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

77357
IDENTIF. & REFERENCE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 100,000.00 Rita K. Scott
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14th DAY OF July 1994.

Jimmy A. Duncan
Notary Public

MY COMMISSION EXPIRES: 11-25-95
(AFFIX SEAL)

NOTARY PUBLIC

FOR AND IN CONSIDERATION OF the sum of One Hundred Thousand and no/100 - ($100,000.00) - DOLLARS

of which $ 10,000.00 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 one promissory note for the principal sum of $90,000.00, bearing interest at the rate of 7% per annum, payable in monthly installments of $808.95 per month commencing August 14, 1994, and continuing in like amount untill fully paid. Said note payable to Eugene Carter and wife, Marcelle Carter. A late charge of $5.00 per day for each day payment is late shall apply.

PICK-UP

RE-RECORD
IDENTIF. & REFERENCE
90229
94 SEP 13 AM 9:34
FELIX Z. DAVIDSON REGISTER
DAVIDSON COUNTY, TN.

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,

Eugene Carter and wife, Marcelle Carter

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

Rita K. Scott

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

Being part of Lot No. 4 on the Plan of the William White Lands, as of record in Plan Book 1, page 115, Chancery Court at Nashville, described as follows:

Beginning on the easterly margin of Lischey Avenue at the northwest corner of the property conveyed to Joy Floral Company by deed from Ethel M. Joy, of record in Book 1290, page 292, Register's Office for said County; thence with said Avenue, northwardly 280 feet, more or less, to the southwest corner of Lot No. 2 shown on plan of record in Book 4060, page 26, said Register's Office; thence with the southerly line of said lot, south 30 degrees 29 minutes east 154 feet to the westerly margin of a private alley; thence with said alley, southwardly 280 feet, more or less, to the northeast corner of the property described in above deed of record in Book 1290, page 292, said Register's Office; thence with the northerly line of said property, westwardly 154 feet to the beginning.

Being part of the same property conveyed to Eugene Carter and wife, Marcell Carter by deed from Joy Floral Company of record in Book 5280, page 330, Register's Office for Davidson County, Tennessee.

This is {unimproved ( )} {improved (X)} property, known as 1601 Lischey Avenue, Nashville, Tennessee 37207
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

RE-RECORD

BOOK 9462 PAGE 982 BOOK 9425 PAGE 600

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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 Jimmy A. Duncan 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 $ 100,000.00 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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 14th day of July 19 94.

Rita K. Scott — Eugene Carter

Marcelle Carter

7719 09/13 0101 01CASH 8.00

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me Jimmy A. Duncan, a Notary Public in and for said County and State, the within named Eugene Carter and wife, Marcelle Carter and Rita K. Scott 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 14th day of July, 19 94.

Jimmy A. Duncan Notary Public

Commission expires 11-25-95

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, (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 _____

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