prepared by
Darlene Chudasama
PO Box 78032
Nash. Tn. 37207
Mail

A298-10
R298-04

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 21st day of MAY , 1996 .

by first party, HERSCHEL WILSON , JR.

whose post office address is 301 QUEEN AVENUE NASHVILLE , TN 37207

to second party, ELMA WILSON

whose post office address is 4091 BECKWITH ROAD MT. JULIET , TN 37122 BOOK 10060 PG 694

WITNESSETH, That the said first party, for good consideration and for the sum of Dollars ($ -0-) paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of DAVIDSON , State of TENNESSEE to wit:

300 SULTANA AVENUE NASHVILLE , TN. 37207
SEE EXHIBIT A:

LAND IS IN DAVIDSON , COUNTY , TN. BEING THE NORTHERLY 60 FEET OF THE WESTERLY ONE-HALF OF LOT NO. 131 , ON THE PLAN OF HAYNIE'S ORIENTAL ADDITION AS OF RECORD IN BOOK 161 , PAGE 26 and 27 , REGISTER'S OFFICE FOR SAID COUNTY.
SAID PART OF SAID LOT NO. 131 FRONTS 60 FEET ON THE EASTERLY MARGIN OF SULTANA AVENUE AND EXTENDS BACK BETWEEN PARRALLEL LINES WITH THE SOUTHERLY MARGIN OF AN ALLEY 50 FEET TO A DEAD LINE.
BEING THE SAME PROPERTY CONVEYED TO HERSCHEL WILSON , JR AS OF RECORD BOOK NO.1827 , PAGE 786 , FROM BATES E. BURDETT AND WIFE , RUBY BURDETT.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

Marsha A. Beamon
Signature of Witness

Marsha A Beamon
Print name of Witness

Brenda L Hodge
Signature of Witness

BRENDA L HODGE
Print name of Witness

Herschel Wilson Jr.
Signature of First Party

Herschel Wilson, JR
Print name of First Party

Margaret Wilson
Signature of First Party

MARGARET WILSON
Print name of First Party

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN.
96 MAY 24 PM 1:58

IDENTIF. + REFERENCE
0185068

State of TN)
County of Davidson
On may 21st, 1996 before me, Rebecca J. Anderson, Notary
appeared Herschel Wilson Jr. and marsha A. Beamon
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Rebecca J Anderson
Signature of Notary

5239 05/24 0101 01CASH 8.00

Affiant ___ Known ✓ Produced ID
Type of ID Drivers License TN.
(Seal)
(Revised 12/95)

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ -0-
Elma Wilson
AFFIANT
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 24 DAY OF May 1996.
Thomas B Wilson
Deputy Register

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OFF REC

BOOK 1827 PAGE 786

TENNESSEE TITLE COMPANY

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
HERSCHEL WILSON, JR. (NAME)	SAME (NAME)	71-9
301 QUEEN STREET (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	113
NASHVILLE, TN. 37207 (CITY) (P. O. BOX) (STATE)	(CITY) (STATE)	(a)

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of Seven Thousand and no/100 ---------- DOLLARS

of which $2,049.22 has been paid in cash to the grantors hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed a promissory note of even date herewith payable to the order of R. L. Davenport and wife, LaVerne L. Davenport, in the principal sum of Two Thousand ($2,000.00) Dollars, payable in full plus interest at the rate of 7% per annum on the 22nd day of June, 1975.

THIS INSTRUMENT PREPARED BY: C. ALAN LANCASTER, HAYNES, SMITH & LENAHAN
1601 1/2 Buchanan Street,
Nashville, Tennessee 37208

BOOK 10060 PG 695

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.

R. L. Davenport and wife, LaVerne L. Davenport

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

Herschel Wilson, Jr.

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

Being the northerly 60 feet of the westerly one-half of Lot No. 131, on the Plan of Haynie's Oriental Addition as of record in Book 161, Page 26 and 27, Register's Office for said County.
SAID part of said Lot No. 131 fronts 60 feet on the easterly margin of Sultana Avenue and extends back between parallel lines with the southerly margin of an alley 50 feet to a dead line.
Being the same property conveyed to R. L. Davenport, as of record in Book 4827, Page 629, RODC from Bates E. Burdett and wife, Ruby Burdett.

It is understood and agreed that this conveyance is subject to an installment deed of record in Book 4536, Page 58, RODC securing the payment of an obligation in the original principal amount of $4,429.99, payable by Bates Burdett, et ux, to A. H. Davies, et ux, as further described in said installment deed.

This is improved (X) unimproved ( ) property known as 300 Sultana Avenue, Nashville, Tennessee 37207
(House Number) (Street) (P. O. Address) (City or Town) (Postal Zone)

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 Note or 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 grantors herein do hereby transfer and convey unto Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantors 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 $ 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 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 sums so expended as part of the indebtedness secured thereby, the same to bear interest from the date of each payment. Now, if we, the said grantors, 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; or 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:

OFF REC

BOOK 1827 PAGE 787

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.

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 grantors 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 trust 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 22nd day of June 19 74

Herschel Wilson Jr
Herschel Wilson, Jr.

R. L. Davenport
R. L. Davenport

LaVerne L. Davenport
LaVerne L. Davenport

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 10060 PG 696

The actual consideration or value, whichever is greater, for this transfer is $ 7,000.00

R. L. Davenport
Affiant

Subscribed and sworn to before me, this the 24th day of June 19 74

My commission expires (Affix Seal)

Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me the undersigned a Notary Public in and for said County and State, the within named R. L. Davenport, LaVerne L. Davenport and Herschel Wilson, Jr. the bargainor, S with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tenn. this 22 day of June, 19 74

Commission Expires 5-5-76. C. R. Hatcher Notary Public

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 _____

Commission Expires _____ Notary Public

JUN24 CONV ~~7,000.00~~
JUN24 STAX A* 18.20
JUN24 PAYEE A* .50
JUN24 WDEED A* 4.00 * 22.70

INSTALLMENT DEED

From R. L. DAVENPORT, ET UX

To HERSCHEL WILSON, JR.

C60039

IDENTIF. REFERENCE

Jun 24 - 10 56 AM '74

FELIX Z. WILSCH II REGISTER
DAVIDSON COUNTY, TENN.

Published by
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404 James Robertson Parkway
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