RETURN TO: GRISSIM TITLE & ESCROW, LLC
2309 Crestmoor Road, Ste 300
Nashville, TN 37215

This instrument prepared by: E. V. Williams, Atty.,
911 Stahlman Building
Nashville, Tenn.

FORM 1003

INSTALLMENT DEED

RE-RECORDED BOOK 4430 PAGE 716

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Earl Franklin Newman, et ux	Same	Map 41-12-97
(NAME:) N. Kemper Drive	(NAME:) Same	Parcel 11D-08525
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee 37207.	(STREET ADDRESS) Same	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION OF the sum of ($5,000.00)
Five Thousand & No/100 DOLLARS
of which $1,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their one promissory note, of even date hereof, in the principal sum of $4,000.00, payable in four equal annual installments of $1,000.00 each on January 1st of 1971, 1972, 1973 and 1974. Said note bears interest at the rate of 6% per annum retroactive to January 1, 1970, payable annually, due on the same date the principal payment is due. Accrued interest on the entire unpaid principal balance is to be added to each of the annual principal payments as they mature. Said note and interest may be paid in full at any time prior to maturity, without penalty.

** "THIS INSTRUMENT IS BEING RE-RECORDED TO CORRECT A SCRIVNER'S ERROR IN REFERENCING THE PLAT BOOK AND PAGE OF RECORD.** CHANGE BOOK "2331" TO "3106" **CHANGE PAGE "65" to "52"

STATE OF TENNESSEE, COUNTY OF DAVIDSON
the actual consideration or value, whichever is greater, for this transfer is $5,000.00
Affiant
Subscribed and sworn to before me this 13th day of July, 1970.
Notary Public at large
My commission expires November 1, 1972.

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, VERNON EWING JOHNSON and wife, ANNIE TRULA JOHNSON

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

EARL FRANKLIN NEWMAN and wife, PAULINE S. NEWMAN

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

Land lying and being in the 11th Civil District of Davidson County, Tennessee, being Lot No. 1 on the Plan of Section 5 of Kemper Heights, as of record in **Book ~~2331~~ 3106, **page ~~65~~ 52, Register's Office for said County.

Said Lot No. 1 faces 240 feet on the westerly side of North Kemper Drive, and extends back between lines, 166.38 feet on the northerly line, and 162.3 feet on the southerly line, to a dead line in the rear on which it measures 240.1 feet.

Being part of the real property conveyed to Vernon Ewing Johnson and wife, Annie Trula Johnson, by deed from E. V. Williams, Trustee, dated November 11, 1958, and recorded in Book 2856, page 372, Register's Office for Davidson County, Tennessee.

This property is unencumbered except as herein provided and taxes. All taxes assumed by Grantees.

Davidson County DEEDINST
Recvd: 07/01/03 08:48 2pgs
Fees:12.00 Taxes:0.00
20030701-0090381

This is improved (X) unimproved ( ) property. Grantees built & paid for residence on lot. N. Kemper Drive 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 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 E. V. Williams 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, 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 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 therein, 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 outcery, 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 13th day of July 1970.

Vernon Ewing Johnson Earl Franklin Newman

Annie Trula Johnson Pauline S. Newman

JUL 13 [illegible] *5,000.00

JUL 13 [illegible] *4,000.00

JUL 13 STATE TAX A* 13.00

JUL 13 [illegible] A* 2.00

JUL 13 [illegible] A* .50

JUL 13 [illegible] A* 3.00 * 18.50

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 Vernon E. Johnson & wife, Annie Trula Johnson, and Earl Franklin Newman & wife, Pauline S. Newman, the bargainors, 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, Tennessee this 13th day of July, 1970.

Commission Expires November 1, 1972.

Notary Public At Large

STATE OF
County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____, with whom I am personally acquainted and who upon { his oath / their several oaths } acknowledged { himself / themselves } to be the _____ and _____ respectively of the _____, the within named bargainor, a corporation, and that { he / they } as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said _____ as such _____ and attesting the same by the said _____ as such _____.

WITNESS my hand and official seal at office at _____ on this the _____ day of _____, 19____.

My commission expires _____ Notary Public

RE-RECORDED

INSTALLMENT DEED

FROM
VERNON EWING JOHNSON, ET UX

TO
EARL FRANKLIN NEWMAN, ET UX

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

** This instrument is being re-recorded to correct a scrivner's error in the reference to the deed book and page being referenced in error as Book 2331 Page 65. Said reference being herein corrected to Book 1061, Page 52, Register's Office of Davidson County, Tennessee.

3389

IDENTIF. REFERENCE

JUL 13 11 37 AM '70

FELIX E. WILSON II REGISTER
DAVIDSON COUNTY, TENN.