This Instrument prepared by
Charles Hampton White, Atty.,
~~L & C Tower, Nashville, Tenn.~~

INSTALLMENT DEED

For and in Consideration of the sum of Fifteen Thousand ($15,000.00)---------
---------- Dollars,
of which Two Thousand Five Hundred & No/100 ($2,500.00) ------ Dollars,
has been paid in cash by William H. Eden and wife, Dorothy L. Eden
the receipt of which is hereby acknowledged, and for the remainder Twelve Thousand Five Hundred & No/100 -----($12,500.00) ---------- Dollars,
the said William H. Eden and Dorothy L. Eden have on this date executed and delivered their promissory note in the original principal sum of Twelve Thousand Five Hundred ($12,500.00) Dollars, payable to the order of W. N. Tune, D. B. Tune and W. C. Tune, Jr., in equal monthly installments of Eighty-Nine & 56/100 ($89.56) Dollars, beginning June 1, 1967, and payable on the first day of each succeeding month until paid in full,

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, W. N. Tune, D. B. Tune and W. C. Tune, Jr.

have this day bargained and sold, and do hereby transfer and convey unto the said William H. Eden and wife, Dorothy L. Eden, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being parts of Lots Nos. 8 and 9 in Bransfords Realty Company Subdivision of the Frank Brown Place. Plan in Book 547, page 126, Register's Office for Davidson County, Tennessee.

Said land commences in the center of Ewing Creek or the east fork of Whites Creek at the common corner of Lots Nos. 8 and 9; running thence south 17 degrees 30' west 545 feet to a hackberry; thence westwardly along the southerly line of the property conveyed to Henry Roy White and wife, by deed from Walter Cleveland Tune and wife, as of record in Book 1088, page 277, Register's Office for Davidson County, Tennessee, 208 feet to a point in the westerly line of said Lot No. 8; thence southwardly along the western line of said Lot No. 8, 147.5 feet to a point; thence south 87 degrees 40' east 451.8 feet to the easterly line of said Lot No. 9; thence northwardly along the easterly line of Lot No. 9, 582.3 feet to the center of said Ewing Creek; thence down said creek along its middle in a westwardly direction and with it meanders 210 feet, more or less, to a point, which point is the common corner of Lots No. 8 and 9 in said Plan and being also the point of beginning.

Being the same property conveyed to W.N.Tune, D.B.Tune and W.C.Tune, Jr., by deed from W.C.Tune, of record in Book 3909, page 25, Register's Office for Davidson County, Tennessee.
The above described real property is improved and is located at 338 Ewing Lane, Nashville, Davidson County, Tenn. It is parcel Nos.180 and 271 on Map 60-2, and tax statements should be sent to Mr. and Mrs. Wm. H. Eden, 511 Scholarship Drive, Nashville, Tennessee. 37209

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said William H. Eden and wife, Dorothy L. Eden 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, except for the 1967 taxes which will be prorated and which are assumed by the buyers. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said William H. Eden and wife, Dorothy L. Eden, 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 in hand paid, we, the said William H. Eden and wife, Dorothy L.Eden

do hereby transfer and convey unto Charles Hampton White, 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 William H. Eden and wife, Dorothy L. Eden 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 the mortgage balance 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 interst 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 William H. Eden and wife, Dorothy L. Eden 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 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; if 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 then past due and unpaid, all 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. We agree, that the Trustee may, at any time after default in the payment 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 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.

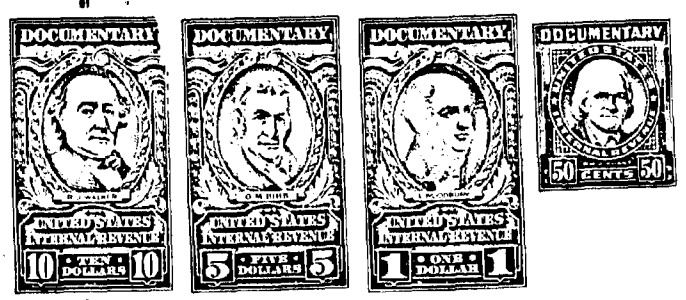
3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to William H.Eden and wife, Dorothy L.Eden, their 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 Charles Hampton White, Trustee, shall be vested in said successor.

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 William H.Eden and wife, Dorothy L.Eden and W.N.Tune, D.B.Tune and W.C.Tune, Jr. hereunto set our hands at Nashville, Tennessee, this the 1st day of May 19 67



W.C. Tune, Jr.
W.N. Tune
D.B. Tune
William H. Eden
Dorothy L. Eden

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Eileen Roach, a Notary Public in and for said County and State, the within named William H. Eden and wife, Dorothy L. Eden, and W.N.Tune, D.B.Tune and W.C.Tune, Jr.

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 1st day of May, 1967

Commission Expires 6-23-1969

Eileen Roach, Notary Public.

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor____, 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 _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE
Davidson 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 purposes 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

INSTALLMENT DEED

FROM

W.N.Tune, D.B.Tune and

W.C.Tune, Jr.

TO

William H, Eden and wife,

Dorothy L. Eden.

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

69847

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAY 1 2 58 PM '67

NOTE BOOK 1165 PAGE 332
RECORDING FEE $ 3.50
DEP. REG. _____

JOHN TOLLEY CO., NASHVILLE

BOOK 4126 PAGE 664

STATE TAX $ 2.20
PROBATE .50
TOTAL $ 2.70

MAY 1 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

STATE TAX $ 1.10
PROBATE .50
TOTAL $ 1.60

MAY 1 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.