THIS INSTRUMENT PREPARED BY DAVID O. CONDRA, ATTORNEY, LIFE & CASUALTY TOWER, NASHVILLE, TENNESSEE 37219.

Map 71-16
Par. 238

INSTALLMENT DEED BOOK 4286 PAGE 941

For and in Consideration of the sum of Nine Thousand Five Hundred and no/100 ($9,500.00) Dollars, of which Fifteen Hundred and no/100 ----------($1500.00) -------- Dollars, has been paid in cash by James W. Mitchell the receipt of which is hereby acknowledged, and for the remainder Eight Thousand and no/100 (8,000.00) Dollars, the said James W. Mitchell has executed his Promissory Note payable to the order of Edward R. Sanders and wife, Dorothy Sanders in monthly installments of $73.98 each for 156 monthly installments; the first of said installments falling due January 1, 1969, and thereafter each and every month thereafter a like amount until the entire indebtedness has been paid in full. Said installments include interest at the rate of six (6%) per cent per annum

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. We, Edward R. Sanders and wife, Dorothy Sanders

have this day bargained and sold, and do hereby transfer and convey unto the said James W. Mitchell, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lots Nos. 199 and 200 on the Map of Oakwood Park, of record in Book 421, page 12, Register's Office for said County.

SAID Lots Nos. 199 and 200 adjoin and front together 60 feet on the westerly side of North Seventh Street and run back between parallel lines, Lot No. 200 running back along the northerly margin of Richardson Avenue, 165 feet to an alley in the rear.

BEING the same property conveyed to Edward R. Sanders, and wife, Dorothy Sanders, by deed from Virgie Sanders, of record in Book 4227, page 936, Register's Office for Davidson County, Tennessee.

This property is improved and known as 1200 North Seventh Street, Nashville, Tennessee 37207.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater for this transfer is $9,500.00.

Edward R. Sanders
Affiant

Sworn to and subscribed before me this 8th day of November, 1968.

Mrs Helen Barnard
Notary Public

Commission Expires: 5-24-69

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James W. Mitchell, his 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 said real estate to said James W. Mitchell his 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 me in hand paid, I, the said James W. Mitchell

do hereby transfer and convey unto David O. Condra, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said James W. Mitchell 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 leas' the sum of $ insurable amount 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.

I 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 I 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 I, the said James W. Mitchell 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 I 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; I 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 trust conveyance. I 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. I 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 James W. Mitchell 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 David O. Condra, 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 Edward R. Sanders and wife, Dorothy Sanders and James W. Mitchell hereunto set our hands at Nashville, Tennessee, this the 8th day of November 1968

Edward R. Sanders

Dorothy Sanders

James W. Mitchell

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Mrs. Helman Barnard, a Notary Public in and for said County and State, the within named Edward R. Sanders & wife, Dorothy Sanders and James W. Mitchell

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 8th day of November, 1968

Mrs. Helman Barnard, Notary Public.

Commission Expires May 24th 1969

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

NOV 15 63	CONV	*2,500.00			
NOV 15 63	MORT'G	*3,000.00			
NOV 15 63	S'TAX		B*	24.70	
NOV 15 63	CO'TAX		B*	6.00	
NOV 15 63	PR'FEE		B*	.50	
NOV 15 63	W'DEED		B*	6.00	* 37.20

INSTALLMENT DEED

FROM
EDWARD R. SANDERS et ux

DOROTHY SANDERS
TO
JAMES W. MITCHELL

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

A 2 0 0 6 3

REC'D
NOV 15 11 49 AM '63