This instrument prepared by Robert L. Jackson, Attorney, American Trust Building, Nashville, Tenn.

Installment Deed

BOOK 4342 PAGE 403

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
DONALD RAY LAMPLEY	DONALD R. LAMPLEY	Map 60-16
(NAME:)	(NAME:)	Par. 134
230 Capitol View Drive	Same	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37201	Same	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	M.O.

FOR AND IN CONSIDERATION of the sum of Eleven Thousand and no/100 ($11,000.00) *Dollars,*

of which One Thousand Three Hundred and no/100 ($1,300.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Nine Thousand Seven Hundred and no/100 ($9,700.00) *Dollars,*

DONALD RAY LAMPLEY and wife MARTHA L. LAMPLEY *have executed*

one note of even date herewith payable to order of Charles P. Griffin and wife Jennie F. Griffin in the original principal amount of $9,700.00 and payable in monthly installments of $81.86 each, the first monthly installment being due and payable on July 16, 1969 and a like sum on the 16th day of each and every month thereafter until said note is paid in full. Said monthly installments of $81.86 each include the payment of principal and interest at the rate of 6% on the unpaid balance.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Charles P. Griffin and wife Jennie F. Griffin

have this day bargained and sold, and do hereby transfer and convey unto the said Donald Ray Lampley and wife Martha L. Lampley their *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows: Land in Davidson County, Tennessee, being the west 55 feet of Lot No. 18 on the Plan of Joywood Heights, Section 3, not of record, described according to a survey by W.W. Turner Co., Engineers, March 14, 1947, as follows:

Beginning on the southerly margin of Capitol View Avenue at a point 169.8 feet east of the northeast corner of the property conveyed to James T. Johnson by deed from Leonard Johnson of record in Book 1046, page 595, Register's Office for said County, being the corner of Lots Nos. 17 and 18 on said Plan; thence with the southerly margin of said avenue eastwardly 55 feet to a point 5 feet west of the northwest corner of Lot No. 19; thence parallel with dividing line between Lots Nos.18 and 19, south 4 degrees 30 minutes west 327 feet, more or less, to a point in the northerly line of Lot No. 21, said point being 5 feet west of the southwest corner of Lot No. 19; thence with north line of Lot No. 21 north 86 degrees west 55 feet; thence, parallel with west line of Lot no. 19, north 4 degrees 30 minutes east 328 feet, more or less, to the point of beginning.

Being the same property conveyed to Charles P. Griffin and wife, Jennie F. Griffin by deed from T.W. Street and wife, Beulah Mai Street, of even date with this instrument which is to be recorded in Book ____, page ____, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $11000.00

Subscribed and sworn to before me this the 16 day of June, 1969

Affiant

My commission expires: 8-8-71

(Affix Seal)

Notary Public

unimproved ( )
This is improved (X) property, known as 230 Capitol View Drive, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Donald Ray Lampley and wife, Martha L. Lampley their *(successors), 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 6 months proration of 1969 property taxes.

further covenant and bind ourselves and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Donald Ray Lampley and wife, Martha L. Lampley *(successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Donald Ray Lampley and wife, Martha L. Lampley *hereinafter referred to as trustors, hereby transfer and convey unto* Robert Jackson, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $11,000.00, *or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.*

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said or the lien of this or in any court to the al e indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 16 *day of* June, *1969.*

Charles P. Griffin

Jennie F. Griffin

Donald Ray Langley

Marsha L. Langley

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, The undersigned, *a Notary Public in and for said County and State,* Charles P. Griffin and wife, Jennie F. Griffin

*the within named 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, *Tennessee, this* 16 *day of* June, *1969.*

Notary Public

Commission expires 8-8-71

STATE OF.....
COUNTY OF.....

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

.....*Notary Public*

Commission expires.....

JUN 16 69	CONV	11,000.00				
JUN 16 69	MORTG	*9,700.00				
JUN 16 69	S'TAX		A*	28.60		
JUN 16 69	S'TAX		A*	7.70		
JUN 16 69	PRFEE		A*	.50		
JUN 16 69	DEED		A*	6.00	*	42.80

INSTALLMENT DEED

FROM

Charles P. Griffin, et ux

TO

Donald Ray Lampley, et ux

A 44504

IDENTIF. REFERENCE!

JUN 16 2 50 PM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE