 This instrument was prepared by
Jno. B. Cobb, Jr., Attorney at Law
Stahlman Building, Nashville, Tenn.

INSTALLMENT DEED

Map. 61-15
Pcl. 357
PW

For and in Consideration of the sum of

NINE THOUSAND FIVE HUNDRED ($9,500.00) & 00/100---------- Dollars,

of which ONE THOUSAND ($1,000.00) & 00/100---------- Dollars,

has been paid in cash by Bonnie Zusy

the receipt of which is hereby acknowledged, and for the remainder

EIGHT THOUSAND FIVE HUNDRED ($8,500.00) & 00/100---------- Dollars,

the said BONNIE ZUSY has

executed one note of even date herewith in the original principal amount of $8,500.00, payable to the order of B. P. Shirley and payable in monthly installments of $60.00 each including both principal and interest at the rate of 6% per annum, beginning July 1, 1969, said payments to be applied first to interest and balance to principal,

~~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,

I, B. P. Shirley, a widower

have this day bargained and sold, and do hereby transfer and convey unto the said

Bonnie Zusy, her heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Land in Davidso n County, Tennessee, being parts of Lots Nos. 264 and 265 on the Plan of Inglewood Place, as of record in Book 332, page 101, Register's Office for said County, described according to a copy of a survey made by Ralph W. C. Lambert, Surveyor, dated May 10, 1969, Revised May 15, 1969, as follows:

Beginning on the westerly margin of Oxford Street, at a point 300 feet north of the northerly margin of Stratford Avenue, said point being 35 feet south of the corner of Lots Nos. 264 and 265; thence westwardly and parallel with the line between said two lots 207.4 feet to the easterly line of Lot No. 270; thence with the easterly line of Lots Nos. 270 and 271 northwardly 66.4 feet to an iron pin; thence eastwardly 78.6 feet to a point which is 109.3 feet southerly from the southerly margin of Newman Avenue; thence northwardly 109.3 feet to a point in the southerly margin of Newman Avenue at its' easterly terminus which said point is 99 feet easterly from the common corner of Lots Nos. 264 and 272; thence eastwardly with the northerly line of Lot No. 264, 119.7 feet to the westerly margin of Oxford Street; thence southwardly along said margin of Oxford Street, 145.8 feet to the point of beginning.

Being property conveyed to B. P. Shirley by instruments of record in Book 4333, page 234, and Book 4341, page 740, said Register's Office.

This is unimproved ( ) improved (X) property, know as 3805 (House Number) Oxford St. (Street) P. O. Address: Nashville, Tennessee (City or Town) 37216 (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Bonnie Zusy heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Bonnie Zusy, her 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 Bonnie Zusy

do hereby transfer and convey unto Lindley Murray, Jr., 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 Bonnie Zusy 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 $insurable value 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 Bonnie Zusy 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 Bonnie Zusy, her 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 Lindley Murray, Jr., 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 B. P. Shirley and Bonnie Zusy hereunto set our hands at ~~xxxxxxxxxxxxxxxxxxxxxxxx~~ Tennessee this the 20th day of June 19 69

B. P. Shirley

Bonnie Zusy

STATE OF TENNESSEE
Davidson County

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

the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 20th day of June, 1969

Betty B. Simmons, Notary Public.

Commission Expires September 13, 1970

STATE OF ALABAMA
MADISON County.

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named B. P. Shirley

the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Huntsville, Alabama this 23 day of June, 19 69

James B. Gilbreath, Notary Public.

Commission Expires 10-1-72

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared .....,
with whom I 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 .....

(over for additional acknowledgements)

JUN 25 69	CONV	*9,500.00			
JUN 25 69	MORT'G	*8,500.00			
JUN 25 69	S'TAX		B*	24.70	
JUN 25 69	S'TAX		B*	6.50	
JUN 25 69	PR'FEE		B*	.50	
JUN 25 69	MDEED		B*	6.00	* 37.70

File: Atty's Title Co.

INSTALLMENT DEED

FROM B. P. SHIRLEY

TO BONNIE ZUSY

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

A 45632

IDENTIF. REFERENCE

JUN 25 3 09 PH '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
BONNIE ZUSY (NAME)	SAME (NAME)	61-15-387
3805 Oxford St. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37216 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

This Instrument was prepared by
Jno. B. Cobb, Jr., Attorney at Law
Stahlman Building, Nashville, Tenn.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 9,500.00 Bonnie Zusy
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20th DAY OF June, 1969.

Betty B. Sommers
Notary Public

MY COMMISSION EXPIRES: September 13, 1970

(AFFIX SEAL)