BOOK 4397 PAGE 200

Installment Deed

This instrument was prepared by
GRISSIM AND SHORT, Attorneys
Court Square Building
Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
LARRY D. RILEY ET UX	MURPHREE MORTGAGE COMPANY	Map 132-5
(NAME) 4332 GENERAL BATES DR.	(NAME) 226 3RD AVENUE, NORTH	Pat 136
(STREET ADDRESS OR ROUTE NUMBER) NASHVILLE, TENNESSEE	(STREET ADDRESS) NASHVILLE, TENNESSEE	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	M-a

FOR AND IN CONSIDERATION of the sum of NINE THOUSAND, TWO HUNDRED, SEVENTY-NINE AND 54/100----------($9,279.54)---------- Dollars, of which ONE THOUSAND AND NO/100---------- ($1,000.00)---------- Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder EIGHT THOUSAND, TWO HUNDRED SEVENTY-NINE AND 54/100---------($8,279.54)---------- Dollars, LARRY D. RILEY AND WIFE, MARY E. RILEY ha VE ~~EXCUTED~~ ASSUMED AND AGREED TO PAY THE BALANCE REMAINING ON A NOTE IN THE ORIGINAL AMOUNT OF $6,400.00, SECURED BY A DEED OF TRUST FROM SANFORD GAVIN AND WIFE, TO RAYMOND L. DAVIS, JR., TRUSTEE OF RECORD IN BOOK 3711, PAGE 279, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE AND IN ADDITION THERETO, LARRY D. RILEY AND WIFE, MARY E. RILEY HAVE EXECUTED ~~HAVE EXECUTED~~ THEIR NOTE OF EVEN DATE HEREWITH FOR $2,500.00, PLUS INTEREST, PAYABLE TO SANFORD GAVIN AND WIFE, JEANNE E. GAVIN, AS SPECIFIED THEREIN.

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, WE, SANFORD GAVIN AND WIFE, JEANNE S. GAVIN have this day bargained and sold, and do hereby transfer and convey unto the said LARRY D. RILEY AND WIFE, MARY E. RILEY THEIR (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TWO LOTS OR PARCELS OF LAND IN THE 7TH, FORMERLY THE 11TH, CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

TRACT NO. 1
BEING THE NORTHERLY 50 FEET OF THE SOUTHERLY 150 FEET OF THE WESTERLY PART OF LOT NO. 17 AND THAT PART OF PARK AVENUE IMMEDIATELY WEST OF SAME ON THE MAP OF GLENDALE PARK, AS OF RECORD IN BOOK 57, PAGE 141, REGISTER'S OFFICE FOR SAID COUNTY, AND DESCRIBED TOGETHER AS FOLLOWS:
BEGINNING AT A POINT ON THE EASTERLY LINE OF BATES DRIVE, FORMERLY GLENDALE PARK, AT A POINT 50 FEET NORTH OF THE NORTHWEST CORNER OF THE PROPERTY CONVEYED TO MRS. MARY GORE, BY DEED FROM MRS. BESSIE HOLT, OF RECORD IN BOOK 1041, PAGE 291, REGISTER'S OFFICE; AND BY DEED OF CORRECTION OF RECORD IN BOOK 1088, PAGE 269, REGISTER'S OFFICE; THENCE WITH THE EASTERLY LINE OF BATES DRIVE, NORTHWARDLY 50 FEET; THENCE EASTWARDLY AND PARALLEL WITH GORE'S NORTHERLY LINE 210 FEET; THENCE AT RIGHT ANGLES, SOUTHWARDLY 50 FEET; THENCE AT RIGHT ANGLES WESTWARDLY 210 FEET TO THE BEGINNING.
TRACT NO. 2.
BEING THE NORTH 25 FEET OF THE SOUTH 100 FEET OF THE WEST PART OF LOT NO. 17 AND THAT PART OF PARK AVENUE LYING IMMEDIATELY WEST OF SAME, ON THE

STATE OF TENNESSEE
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 9,279.54

Subscribed and sworn to before me, this the 11th day of FEBRUARY 19 70

Affiant

My commission expires: 9-14-71 (Affix Seal)

Notary Public

MAP OF GLENDALE PARK, AS OF RECORD IN BOOK 51, PAGE 141, REGISTER'S OFFICE FOR SAID COUNTY, AND DESCRIBED TOGETHER AS FOLLOWS: BEGINNING AT A POINT AT THE SOUTHWEST CORNER OF TRACT NO. 1, ABOVE DESCRIBED, IN THE CENTER LINE OF PARK AVENUE;, THENCE EASTERLY 210 FEET TO A POINT; THENCE SOUTHERLY 25 FEET; THENCE WESTERLY 210 FEET TO THE CENTERLINE OF PARK AVENUE; THENCE WITH THE CENTERLINE OF THE SAME, NORTHERLY 25 FEET TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO SANFORD GAVIN AND WIFE, JEANNE S. GAVIN BY DEED FROM RONIE J. GARNER AND WIFE, GERALDINE J. GARNER OF RECORD IN BOOK 3673, PAGE 165, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

unimproved ( ) This is improved (X) property, known as 4332 GENERAL BATES 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 LARRY D. RILEY AND WIFE, MARY E. RILEY 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 BY SAID DEED OF TRUST SET OUT ABOVE

WE *further covenant and bind* OURSELVES, OUR *heirs and representatives, to warrant and forever defend the title to said real estate to said* LARRY D. RILEY AND WIFE, MARY E. RILEY THEIR *(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 LARRY D. RILEY AND WIFE, MARY E. RILEY *hereinafter referred to as trustors, hereby transfer and convey unto* ROBERT L. DOZIER, *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 $....., 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 property, or the lien of this instrument, or appear in any court to prove the above 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 11th day of FEBRUARY, *19* 70

Sanford Gavin

Jeanne S. Gavin

Larry D. Riley

Mary E. Riley

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, VIRGINIA PHILLIPS, *a Notary Public in and for said County and State,* SANFORD GAVIN AND WIFE, JEANNE S. GAVIN AND LARRY D. RILEY AND WIFE, MARY E. RILEY

*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* 11 *day of* FEBRUARY, *19* 70.

VIRGINIA PHILLIPS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Virginia Phillips *Notary Public*

Commission expires 9-14-71

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.....

FEB 11 70	CONV	*9,279.54				
FEB 11 70	MORT'G	*2,500.00				
FEB 11 70	S'TAX		B*	24.18		
FEB 11 70	S'TAX		B*	.50		
FEB 11 70	PR'FEE		B*	.50		
FEB 11 70	W'DEED		B*	6.00	*	31.18

INSTALLMENT DEED

FROM

SANFORD GAVIN AND WIFE,

TO

JEANNE S. GAVIN

TO

LARRY D. RILEY AND WIFE,

MARY E. RILEY

A 6 8 3 5 7

IDENTIF. REFERENCE

FEB 11 2 38 PH '70

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

Mail: Robert Berger, Count Square Bldg. 300 Jenny Lind Blvd. Nashville, Tenn. 37211