This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

Earl Mayberry & wife
Elizabeth Mayberry

TO

Jay C. Evans

For draftsman's use
This Installment Deed Prepared by
Jay Evans, Attorney
327 Union Street
Nashville, Tennessee 37219

BOOK 4399 PAGE 63

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Jay C. Evans (NAME)	Same (NAME)	MAP 73-9
End of Riverwood Dr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	PAR 3, 64
Nashville, Tenn. 37216 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	B

(FOR REGISTER'S USE)

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T
IDENTIF. REFERENCE

FEB 20 12 15 PM '70

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 13,500.00 Earl Mayberry
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20 DAY OF Feb. 19 70.

Notary Public

~~MY COMMISSION EXPIRES~~ Notary Signature

~~(SEAL)~~

FOR AND IN CONSIDERATION OF the sum of One and 00/100---------- DOLLARS

of which $ 1.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed a note of even date for $8,223.62 and assumed a first mortgage executed to Louis Linx, Trustee, as of record in Book 3530 Page 407 of the Register's Office of Davidson County, Tennessee.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

Earl Mayberry and wife, Elizabeth Mayberry

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Jay C. Evans

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A house and lot and a triangular lot in the 15th, formerly the 11th Civil District of Davidson County, Tennessee, both on Cooper Road and South of McGavock Pike and North of Sandy Drive, and further described herewith by an attached legal description.

FEB20 70	CONV	13,500.00			
FEB20 70	MORT'G	*8,223.62			
FEB20 70	S'TAX		A*	35.10	
FEB20 70	S'TAX		A*	6.20	
FEB20 70	PR'FEE		A*	.50	
FEB20 70	W'DEED		A*	4.50	* 46.30

2nd Tract This is unimproved (X) improved (X) property, known as First Tract 2300 Cooper Road (House Number) (Street) Nashville, Tenn. 37216 P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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 the said real estate to said grantees, their heirs and assigns, against the lawful claims of all persons. BOOK 4399 PAGE 64

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 us in hand paid, we, the said grantees herein do hereby transfer and convey unto _____ 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 grantees 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 $_____ 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 interest 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 grantees, 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 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; 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, 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 conveyance. We 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. 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the _____ day of February 1970.

Jay C. Eptons — Earl Mayberry

Elizabeth Mayberry

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, James M. Kerr, a Notary Public in and for said County and State, the within named Earl Mayberry and Elizabeth Mayberry

Jay C. Eptons

the bargainor, 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 20 day of Feb., 1970

James M. Kerr, Notary Public.

Commission expires 8-28-73

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 _____.

Land in Davidson County, Tennessee, described as follows, to wit:

Two tracts of land in the 15th, formerly the 11th, Civil District of Davidson County, Tennessee, as follows:

FIRST TRACT: Being part of lot No. 1 in the Division of lot No. 5 (the Addison Cooper Lands) on the plan of Riverwood Estate of W. F. Cooper, deceased, as of record in Plan Book 2, page 133, of the Chancery Court at Nashville, said Division not being of record, described according to a survey made by Cantrell, Connell and Morrison, Engineers, March , 1959, as follows:

Beginning on the southwesterly margin of Cooper Lane at the northwest Corner of the property conveyed to J. M. Hewitt and J. T. Murphree by deed from J. O. Mayberry and wife, of record in Book 2905, page 152, Register's Office for said County; thence with said Hewitt's western boundary line, southwesterly 110 feet, more or less, to the southwest corner of the property conveyed to Hewitt; thence north 37° 32' west 284.3 feet, more or less, to a post being south 55° 31' west 5 feet from the southwesterly margin of Cooper Lane; thence north 55° 31' east 5 feet to the southwesterly margin of Cooper Lane; thence with the same, southeasterly 291.8 feet to the beginning.

SECOND TRACT: Being part of lot No. 1 in the Division of lot No. 5 (the Addison Cooper Lands) on the plan of the Riverwood Estate of W. F. Cooper, deceased, as of record in Plan Book 2, page 133, of the Chancery Court of Nashville, said Division not being of record, described according to a survey made by J. R. Wauford and Company, Consulting Engineers, February 28, 1958, as follows:

Beginning on the northeasterly margin of Cooper Lane at the southwest corner of the property conveyed to J. W. Armstrong, Jr. and M. F. Anderson, Jr. by deed from Donald Mayberry, et al, of record in Book 2860, page 131, Register's Office for said County; thence with said Armstrong's western boundary line, north 41° 51' east 146.9 feet to a point in Old Cooper Lane or County Road; thence with the same, north 40° 09', west 141.2 feet to an iron pin and continuing with the same, south, 55° 31' west 217.1 feet to the northeasterly margin of Cooper Lane; thence, with the same, northeasterly 201.46 feet to the beginning, containing 0.663 of an acre, more or less.

Subject to the following:

1. Easement for a water main in the deed from Matthew D. Cooper, Jr. to L. C. Anderson, of record in Book 1020, page 73, Register's Office for Davidson County, Tennessee.

2. Easement for right-of-way of an old lane or Cooper Lane lying within boundaries of premises as herein described.

Being the same property conveyed to Earl Mayberry and wife, Elizabeth Mayberry from J. O. Mayberry and wife, Ina Mayberry, as of record in Book 3530, Page, 407; Register's Office of Davidson County, Tennessee.