INSTALLMENT DEED

For and in Consideration of the sum of FOURTEEN THOUSAND TWO HUNDRED SEVENTY FIVE AND No/100 ----------($14,275.00)---------- Dollars, of which ONE THOUSAND TWO HUNDRED AND No/100 ------($1,200.00)---------- Dollars, has been paid in cash by Don E. Nichols and wife, Mary B. Nichols the receipt of which is hereby acknowledged, and for the remainder THIRTEEN THOUSAND SEVENTY FIVE AND NO/100 ----------($13,075.00)---------- Dollars, the said Don E. Nichols and wife, Mary B. Nichols have assumed and agreed to pay $12,025.00, said amount being the remaining unpaid balance of a certain note secured by a deed of trust executed by the grantors herein to David S. Lobe, Trustee, of record in Book 4189, page 382, Register's Office for Davidson County, Tennessee, and in further consideration have executed their two notes of even date herewith; one note for the principal sum of $350.00, payable to the order of the grantors herein in monthly installments of $15.00 each, beginning on the 1st day of April, 1970, and thereafter a like amount on the 1st day of each succeeding month; and one note for the principal sum of $700.00, payable to the order of the grantors herein in monthly installments of $15.00 each, beginning on the 1st day of April, 1970, and thereafter a like amount on the 1st day of each succeeding month. Said payments on both notes to be applied first to interest at the rate of 6% per annum, and balance to principal until the entire amount, both principal and interest, has been paid in full, all in accordance with the terms and conditions as set out in said notes.

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, Otha Earl Swatzell and wife, Edna P. Swatzell

have this day bargained and sold, and do hereby transfer and convey unto the said Don E. Nichols and wife, Mary B. Nichols their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the northerly 5 feet of Lot No. 3 and the southerly 45 feet of Lot No. 4 on the Plan of John Shields Subdivision, of Lot No. 6 in W. L. Horn's Spout Spring Tract, as of record in Book 57, page 112, Register's Office for Davidson County, Tennessee.

Said parts of said lots adjoin and front together 50 feet on the easterly side of North 17th, formerly Hughes Street, and runs back between lines 160 feet to an alley.

Being the same property conveyed to Otha Earl Swatzell and wife, Edna P. Swatzell, by deed from Irene Jakes Smotherman as of record in Book 4189, page 380, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, know as 507 North 17th Street (House Number) (Street) Nashville, Tennessee P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Don E. Nichols and wife, Mary B. Nichols 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 as set out herein.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said Don E. Nichols and wife, Mary B. Nichols their 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 us in hand paid, We, the said Don E. Nichols and wife, Mary B. Nichols

do hereby transfer and convey unto Jno. B. Cobb, 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.

We, the said Don E. Nichols and wife, Mary B. Nichols 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.

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 Don E. Nichols and wife, Mary B. Nichols 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 trust 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 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 Don E. Nichols and wife, Mary B. Nichols, their 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 Jno. B. Cobb, 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 Otha Earl Swatzell and wife, Edna P. Swatzell and Don E. Nichols and wife, Mary B. Nichols hereunto set our hands at Nashville, Tennessee, this the 10th day of March 19 70

Otha Earl Swatzell
Edna P. Swatzell
Don E. Nichols
Mary B. Nichols

STATE OF TENNESSEE
Davidson County

Personally appeared before me, W. J. Smith, a Notary Public in and for said County and State, the within named Otha Earl Swatzell and wife, Edna P. Swatzell and Don E. Nichols and wife, Mary B. Nichols

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 11 day of March, 19 70

W. J. Smith, Notary Public.

Commission Expires Oct. 30, 1971

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 }
COUNTY OF DAVIDSON }

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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)

MAR 13 70 CONV 14,275.00
MAR 13 70 S'TAX A* 37.18
MAR 13 70 PR'FEE A* .50
MAR 13 70 W'DEED A* 6.00 * 43.68

INSTALLMENT DEED

FROM
Otha Earl Swatzell and wife,

TO
Edna P. Swatzell

Don E. Nichols and wife,

Mary B. Nichols

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

A 71155

IDENTIF. REFERENCE!

MAR 13 10 27 AM '70

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Don E. Nichols (NAME)	United Mortgagee Servicing Corp. (NAME)	Map 83-6-362
507 North 17th Street (STREET ADDRESS OR ROUTE NUMBER)	3200 Pacific Avenue (STREET ADDRESS)	Par. 23w-16745
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Virginia Beach, Virginia (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

$ 14,275.00 W J Smith
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 9 DAY OF March 19 70

W J Smith
Notary Public

MY COMMISSION EXPIRES: Oct. 30, 1971

(AFFIX SEAL)