BOOK 4410 PAGE 637 Map 131-8
Par. 92 pw

INSTALLMENT DEED

For and in Consideration of the sum of Fifteen Thousand Seven Hundred One and no/100ths ($15,701.00)---------- Dollars, of which One and no/100ths ($1.00)---------- Dollars, has been paid in cash by William Leonard Short et ux, Grace McClure Short, the receipt of which is hereby acknowledged, and for the remainder Fifteen Thousand Seven Hundred ($15,700.00)---------- Dollars, the said William Leonard Short and wife, Grace McClure Short, have executed and delivered to Betty Ault Minard their one certain joint promissory note, of even date herewith, in the principal sum of Fifteen Thousand Seven Hundred ($15,700.00) Dollars, which note bears interest from date at the rate of Five per cent (5%) per annum, and being payable to the order of Betty Ault Minard, said note and interest thereon being payable in 144 equal monthly installments of $145.22 each, which includes interest and principal. Each installment will be first credited to accrued interest on the unpaid principal balance and the remainder credited to principal. The first installment is due and payable on the 14th day of May, 1970, and a like installment is due and payable on the 14th day of each month thereafter until the whole of said principal and interest is fully paid,

all of said notes bearing 5% ~~six percent~~ 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, BETTY AULT MINARD and husband, EDWIN L. MINARD,

have this day bargained and sold, and do hereby transfer and convey unto the said WILLIAM LEONARD SHORT and wife, GRACE McCLURE SHORT, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 44 on the Map of Glendale Park, Section 1, as of record in Book 1130, page 45, Register's Office for said County. Said Lot No. 44 fronts 130.6 feet on the northeasterly side of Glendale Lane and runs back between lines easterly 275 feet on the northerly line and 177 feet on the southerly line to the westerly line of Lot No. 39, on which it measures 70 feet.

Being the same property conveyed to Otho C. Ault and wife, Gertrude F. (Fast) Ault by deed from Dalton G. Wright and wife, Ollie Felts Wright, of record in Book 2153, page 611, Register's Office for said county. The said Otho C. Ault and Gertrude F. (Fast) Ault have since died, the said Gertrude F. (Fast) Ault having died last and having devised by her last will and testament which is of record in the Probate Court Clerk's Office of Davidson County, Tennessee, said property to her daughter, Betty Ault Minard.

This conveyance is made subject to restrictive covenants and easements of record in Book 1129, page 558, as amended in Book 1280, page 611, and as recorded in Book 1809, page 533, said Register's Office and also to all applicable zoning regulations.

This is unimproved ( ) improved (X) property, know as 1018 Glendale Lane, (House Number) (Street) P. O. Address: Nashville, 37204 (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 WILLIAM LEONARD SHORT and wife, GRACE McCLURE SHORT, Betty Ault Minard 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., except for 1970 taxes which are assumed and pro rated by grantees.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said WILLIAM LEONARD SHORT and wife, GRACE McCLURE SHORT, 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 WILLIAM LEONARD SHORT and wife, GRACE McCLURE SHORT,

do hereby transfer and convey unto RICHARD MARSHALL, 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 William Leonard Short and wife, Grace McClure Short,

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 $ 13,000.00 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 William Leonard Short and wife, Grace McClure Short, 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.

their 4th. The residue, if any, will be paid to William Leonard Short et ux, Grace McClure Short/ 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 Richard Marshall, 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 Betty Ault Minard and husband Edwin L. Minard and William Leonard Short and wife, Grace McClure Short, hereunto set our hands at Nashville, Tennessee, this the 14 day of April 19 70

Betty Ault Minard
Edwin L. Minard
William Leonard Short
Grace McClure Short

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Mrs. Peggy Cardwell, a Notary Public in and for said County and State, the within named Betty Ault Minard and husband, Edwin L. Minard, and William Leonard Short and wife, Grace McClure Short,

the bargainors, 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 14th day of April, 1970

Commission Expires Sept 11, 1973

Mrs. Peggy Cardwell Notary Public.

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 }

BOOK 4410 PAGE 640

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)

APR 14 70	CONV	15,700.00			
APR 14 70	MORT'G	15,700.00			
APR 14 70	S'TAX		A*	40.82	
APR 14 70	S'TAX		A*	13.70	
APR 14 70	PR'FEE		A*	.50	
APR 14 70	W'DEED		A*	6.00	* 61.02

INSTALLMENT DEED

FROM
BETTY AULT MINARD, ET VIR

TO
WILLIAM LEONARD SHORT, ET UX

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

A 74320

IDENTIF. REFERENCE

APR 14 1 25 PM '70

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

R. MARSHALL, ATTORNEY
NASHVILLE, TENNESSEE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William Leonard Short, et ux (NAME)	William Leonard Short, et ux (NAME)	
1018 Glendale Lane (STREET ADDRESS OR ROUTE NUMBER)	1018 Glendale Lane (STREET ADDRESS)	
Nashville, Tenn. 37204 (CITY) (STATE) (P. O. ZIP)	Nashville, Tenn. 37204 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
Richard Marshall, Attorney
Nashville, Tennessee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$15,700.00 William Leonard Short
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14th DAY OF April, 19 70.

Notary Public

MY COMMISSION EXPIRES: Sept 16 1973

(AFFIX SEAL)