New Owners: A. Vic Davies & William D. Heydel
Address:

Send tax notices to: (same)
Address: (same)

Map. 82-16
Par. 43
Pwl

BOOK 4410 PAGE 982

Installment Deed

FOR AND IN CONSIDERATION of the sum of FOURTEEN THOUSAND AND NO/100 ---------- ($14,000.00) *Dollars, of which* THREE THOUSAND AND NO/100 ---------- ($3,000.00) ----- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* ELEVEN THOUSAND AND NO/100 ------- ($11,000.00) -- *Dollars,* the grantees hereinafter named ha ve *executed* their one promissory note dated April 15, 1970, payable to the order of the grantors hereinafter named in monthly installments of $271.14 each, including principal and interest at the rate of 8 1/2 % per annum;

APR 15 CONV 14,000.00
APR 15 MORT'G 11,000.00
APR 15 S'TAX A* 36.40
APR 15 S'TAX A* 9.00
APR 15 PR'FEE A* .50
APR 15 R'DEP A* 6.00 51.90

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, SALLIE G. WILLIAMS, a widow, BYRON C. WILLIAMS, SR., SADYE W. CORDELL, WILLIS R. WASH, LEONARD L. WASH, ROBERT M. WASH, and JUANITA W. LANGSFORD, hereinafter called the grantors,

have this day bargained and sold, and do hereby transfer and convey unto the said A. VIC DAVIES AND WILLIAM D. HEYDEL, as a partnership, herein called the grantees,

their ---------- (*successors*), *heirs and assigns, certain real estate in* Davidson *County, Tennessee, as follows:*

A certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Being Lot No. 22 in Henry Blood's Addition to Edgefield, now East Nashville, according to the Plan of said Addition Registered in Plan Book 21, page 5, of the Register's Office for Davidson County, Tennessee.

Said Lot No. 22 fronts 50 feet on the north side of Woodland Street, Nashville, Tennessee, and runs back between parallel lines 170 feet, more or less, to an alley, as shown on said plan.

Being the same property conveyed to Rowland D. Williams by deed from J. L. Webb and wife, Theresa H. Webb, of record in Book 581, page 502, said Register's Office; the said Rowland D. Williams having since died intestate, leaving surviving him, his widow, Sallie G. Williams, and three children, Byron C. Williams, Sr., Sadye W. Cordell, and Dorris W. Wash Schwartz. The said Dorris W. Wash Schwartz having since died and leaving four children: Willis R. Wash, Leonard L. Wash, Robert M. Wash, and Juanita W. Langsford.

(This instrument was prepared by James A. Lesemann, Attorney at Law,
320 Gallatin Road, Madison, Tennessee 37115.)

STATE OF TENNESSEE
COUNTY OF Davidson

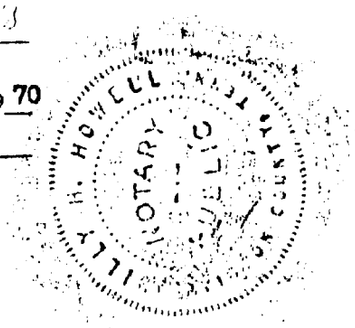
I hereby swear, or affirm, that the actual consideration for this transfer, or value of the property transferred, whichever is greater is $ 14,000.00, which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this the 15 day of Apr. 19 70

Notary Public

Commission Expires:
1st Nov. 1972



TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto, belonging, to the said grantees, 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 as stated herein.

the said grantors,
We, / *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* grantees, 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 grantees *hereinafter referred to as trustors, hereby transfer and convey unto* James R. Sweeney, Jr., *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 ~~xxxxxxxxxxxxxx~~ *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 to 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 6th *day of* April, *19* 70.

Willis R. Wash
(Willis R. Wash)

Leonard L. Wash
(Leonard L. Wash)

Robert M. Wash
(Robert M. Wash)

Juanita W. Langsford
(Juanita W. Langsford)

Sadye W. Cordell
(Sadye W. Cordell)

A. Vic Davies
(A. Vic Davies)
partner

William D. Heydel
(William D. Heydel)
partner

Mrs. Sallie G. Williams
(Sallie G. Williams)

Byron C. Williams Sr.
(Byron C. Williams, Sr.)

STATE OF TENNESSEE }
COUNTY OF Davidson }

Personally appeared before me, the undersigned *, a Notary Public in and for said County and State,* A. Vic Davies, partner; William D. Heydel, partner; Sallie G. Williams, a widow; Byron C. Williams, Sr., and Sadye W. Cordell; *the within named 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* 15th *day of* April, *19* 70.

Billy J. Howell *Notary Public*

Commission expires 11-1-1972

NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

STATE OF SOUTH DAKOTA

COUNTY OF [illegible]

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Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Willis R. Wash,

the within named 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 Rapid City, South Dakota, *this* 6 *day of* April [illegible] 19 70.

Notary Public

Commission expires

STATE OF CALIFORNIA

COUNTY OF TULARE

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, LEONARD L. WASH, the within named 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 PORTERVILLE, CALIFORNIA, this 7th day of April, 1970.

Commission expires: [illegible]

Notary Public

OFFICIAL SEAL
BOBBIE PIGGINS
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
TULARE COUNTY
My Commission Expires June 14, 1973

STATE OF CALIFORNIA

COUNTY OF Fresno

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, ROBERT M. WASH, the within named 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 FRESNO, CALIFORNIA, this 7th day of April, 1970.

Commission expires

OFFICIAL SEAL
FRANCES I. REES
NOTARY PUBLIC, CALIFORNIA
PRINCIPAL OFFICE IN
FRESNO COUNTY
My Commission Expires June 15, 1973

Notary Public

STATE OF CALIFORNIA

COUNTY OF Los Angeles

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, JUANITA W. LANGSFORD, the within named 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 LOS ANGELES, CALIFORNIA, this 8th day of April, 1970.

Commission expires:

OFFICIAL SEAL
DOROTHY E. PANTLEY
NOTARY PUBLIC-CALIFORNIA
[illegible] COUNTY
My Commission Expires Dec. 3, 1972

Notary Public

Dorothy E. Pantley

INSTALLMENT DEED

FROM Sallie G. Williams et al.

TO A. Vic Davies and William D. Heydel

A 7 4 4 [illegible]

IDENTIF. REFERENCE

APR 15 2 08 PM '70

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Madison Title Company
MADISON, TENNESSEE
Representing
Southern Title Insurance Company
5731 Lyons View Pike
KNOXVILLE, TENNESSEE

Mail to: Mr. A. Vic Davies
Suite 1410 Parkway Towers
Nashville, Tenn. 37219