This instrument was prepared by Clyde P. Holland, Attorney, Law Firm, Warfield, Entrekin & Jones, Third National Bank Building, Nashville, Tennessee 37219

INSTALLMENT DEED BOOK 4416 PAGE 704 Map. 130-11 Par. 116 (all)

For and in Consideration of the sum of THIRTY THOUSAND AND NO/100 ($30,000.00) Dollars, of which SEVEN THOUSAND AND NO/100 ($7,000.00) Dollars, has been paid in cash by JOHN TERRY OLIVE AND WIFE, DIANNE S. OLIVE the receipt of which is hereby acknowledged, and for the remainder TWENTY THREE THOUSAND AND NO/100 ($23,000.00) Dollars, the said JOHN TERRY OLIVE AND WIFE, DIANNE S. OLIVE have executed a promissory note of even date in the principal sum of TWENTY THREE THOUSAND AND NO/100 ($23,000.00) DOLLARS payable to STELLA MURPHY in monthly installments of ONE HUNDRED EIGHTY FIVE AND 29/100 ($185.29) DOLLARS commencing July 1, 1970; and the same amount on the first day of each ensuing month until the principal and interest are fully paid, except that the entire principal balance of this note, together with interest thereon, if not sooner paid, shall be due and payable on the first day of the 18th month following the death of the aforenamed payee, and in no case later than June 1, 1990. Said interest shall be computed from date hereof at the rate of 7 1/2% per annum on the unpaid balance until paid.

Said note bears 7 1/2%
~~also said notes bear~~ 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, STELLA MURPHY

has
~~have~~ this day bargained and sold, and do hereby transfer and convey unto the said JOHN TERRY OLIVE AND WIFE DIANNE S. OLIVE, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 19, of Block S, on the Map of Tyne Meade, Section 4, of record in Book 1424, page 25 Register's Office for said County.
Said Lot No. 19 fronts 160.5 feet on the southerly side of Wayland Drive and runs back between lines 405.18 feet on the east line and 446.7 feet on the westerly line to a dead line in the rear on which it measures 68.6 feet.

Being the same property conveyed to Paul G. Murphy and wife Stella Murphy by deed from Evans and Morris of record in Book 1728, page 181, Register's Office for said County; the said Paul G. Murphy having since died.

Conveyance is made subject to restrictive covenants and easement of record in Book 1512, page 384, RODC, Tennessee, and a ten-foot easement along the rear of the lot for public utilities, a 75-foot setback line from Wayland Drive and conditions of owner's certificate as shown on plan of record in book 1424, page 25, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved ( ) property, know as 3903 Wayland Drive, Nashville, Tennessee
(House Number) (Street) (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 JOHN TERRY OLIVE AND WIFE DIANNE S. OLIVE 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.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said JOHN TERRY OLIVE AND WIFE DIANNE S. OLIVE, 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 JOHN TERRY OLIVE AND WIFE DIANNE S. OLIVE do hereby transfer and convey unto CLYDE P. HOLLAND, 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 JOHN TERRY OLIVE AND WIFE, DIANNE S. OLIVE 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 $23,000.00 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 JOHN TERRY OLIVE AND WIFE, DIANNE S. OLIVE 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 JOHN TERRY OLIVE AND WIFE DIANNE S. OLIVE 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

CLYDE P. HOLLAND, 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 STELLA MURPHY, JOHN TERRY OLIVE,

and DIANNE S. OLIVE

hereunto set our hands at Nashville, Tennessee, this the 6 day of May 1970

Stella Murphy by Joseph G. Murphy
STELLA MURPHY, By JOSEPH G. MURPHY, Attorney in fact

John Terry Olive
JOHN TERRY OLIVE

Dianne S. Olive
DIANNE S. OLIVE

STATE OF TENNESSEE
Davidson County

Personally appeared before me, THE UNDERSIGNED, a Notary Public in and for said County and State, the within named JOSEPH G. MURPHY, who is known by me to be the person who executed the foregoing instrument in behalf of Stella Murphy

the bargainor, ~~with whom I am personally acquainted,~~ and who acknowledged that he executed the within instrument for the purposes therein contained. as the free act and deed of Stella Murphy.

Witness my hand and official seal at Nashville, Tennessee, this 6 day of MAY, 1970

Commission Expires 28 July 1973

John G. Doak, Notary Public.

STATE OF TENNESSEE
DAVIDSON County.

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JOHN TERRY OLIVE AND WIFE DIANNE S. OLIVE

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 6 day of MAY, 1970

Commission Expires 28 July 1973

John G. Doak, Notary Public.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 4416 PAGE 707

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)

MAY 12 70	CONV	30,000.00			
MAY 12 70	MORT'G	23,000.00			
MAY 12 70	S'TAX		A*	78.00	
MAY 12 70	S'TAX		A*	21.00	
MAY 12 70	PR'FEE		A*	.50	
MAY 12 70	W'DEED		A*	6.00	* 105.50

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

A 77125

IDENTIF. REFERENCE

MAY 12 9 32 AM '70

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Prepared by
Warfield, Entrekin & Jones
Third National Bank Bldg.
Nashville, Tennessee 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
JOHN TERRY OLIVE ET UX (NAME)	BUYER (NAME)	
3903 Wayland Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Clyde P. Holland, Attorney, Law Firm, Warfield, Entrekin & Jones, Third National Bank Building Nashville, Tennessee 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 30,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 6 DAY OF May 1970

Notary Public

MY COMMISSION EXPIRES:

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON CO.