This instrument prepared by:
James R. Cheshire, III, Esq.
1200 American Trust Building
Nashville, Tennessee 37201

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $27,000.00.

BOOK 4128 PAGE 977 William P. Johnston
Affiant

Subscribed and sworn to before me this the 1st day of July 1970.

Donna R. Carter
Notary Public

My commission expires: 10-10-73
(Affix Seal)

NOTARY PUBLIC DAVIDSON COUNTY TENNESSEE

Address New Owners as Follows:	Send Tax Bills to:	Map-Parcel Numbers
William P. Johnston and Wife 4405 Warner Place Nashville, Tennessee 37205	First Federal Savings & Loan Association 236 Fourth Avenue North Nashville, Tennessee 37219	08575 BM Map 130-10 Parcel 13

Pd

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of Thirty-Five Hundred Dollars ($3,500.00), which has been paid in cash, the receipt of which is hereby acknowledged; the assumption and agreement to pay by William P. Johnston and wife, Lillias Dale Johnston, of the balance owing on the property herein conveyed in the principal amount of $13,797.41 as evidenced by a deed of trust executed by Mary Palmer Wade Kelley Sperry and husband, Louis F. Sperry, to Louis R. Linx, Trustee, dated May 10, 1966, and recorded in Book 4015, page 671, Register's Office for Davidson County, Tennessee, to secure a note payable to First Federal Savings & Loan Association of Nashville; and for the remainder said William P. Johnston and wife, Lillias Dale Johnston, have executed their joint promissory note payable to Mary Palmer Wade Kelley Sperry in the principal sum of Ninety-Seven Hundred and no/100 Dollars ($9,700.00) plus interest at eight per cent (8%) per annum and payable in annual installments as more specifically set forth therein, said note providing full prepayment privileges and further providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest

and attorney's fees, a lien is expressly retained on the land herein conveyed, MARY PALMER WADE KELLEY SPERRY has this day bargained and sold and does hereby transfer and convey unto the said WILLIAM P. JOHNSTON and wife, LILLIAS DALE JOHNSTON, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

> Land in Davidson County, Tennessee, being the easterly 92 feet front of lot No. 31, on the Plan of the Subdivision of Block C, Belle Meade Plan No. 2, and part of a 10-foot strip marked "Reserved" as shown by said plan and lying along the easterly side of lot No. 31, said plan being of record in book 421, page 58, Register's Office for said County, and described as follows:
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> Beginning on the southerly margin of Warner Place 100 feet eastwardly from the corner of lot Nos. 28 and 31 in said plan; thence southwardly and parallel with the line between said two lots, 345 feet, more or less, to the north line of lot No. 32 on said plan; thence with the line between lots Nos. 31 and 32 eastwardly and crossing 10 foot strip 227-1/2 feet more or less, to the east side thereof; thence with the east side of said strip northwardly 367 feet to the southerly margin of Warner Place if extended across said strip; thence with the southerly margin of Warner Place westwardly 102 feet, more or less, to the beginning. This property is improved and is known as 4405 Warner Place, Nashville, Tennessee.
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> Being the same property conveyed to Mary Palmer Wade Kelley Sperry, by deed from Fred H. Brown and wife, of record in book 1977, page 375, said Register's Office.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said William P. Johnston and wife, Lillias Dale Johnston, their 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 property taxes which are prorated as of the date hereof and which are a lien not yet due and payable; deed of trust of record in Book 4015, page 671, R.O.D.C., as hereinabove mentioned; and restrictive covenants contained in an instrument of record in Book 674, page 482, R.O.D.C.

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, shall 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% 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 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.

I further covenant and bind myself and my heirs and representatives, to warrant and forever defend the title to said real estate to said William P. Johnston and wife, Lillias Dale Johnston, 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment 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 WILLIAM P. JOHNSTON and wife, LILLIAS DALE JOHNSTON, hereinafter referred to as trustors, hereby transfer and convey unto FRANK L. SMITH, 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 $21,000.00, or 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

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 on this the 1ST day of July, 1970.

Mary Palmer Wade Kelley Sperry
MARY PALMER WADE KELLEY SPERRY

William P. Johnston
WILLIAM P. JOHNSTON

Lillias Dale Johnston
LILLIAS DALE JOHNSTON

JUL-2??	CONV	27,000.00			
JUL-2??	MORT'G	*9,700.00			
JUL-2??	S'TAX		A*	70.20	
JUL-2??	S'TAX		A*	7.70	
JUL-2??	PR'FEE		A*	.50	
JUL-2??	W'DEED	6	A*	10.50	* 88.90

STATE OF TENNESSEE

COUNTY OF DAVIDSON

BOOK 4428 PAGE 983

Personally appeared before me, FRANK L. SMITH, JR., a Notary Public in and for said County and State, MARY PALMER WADE KELLEY SPERRY, 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 Nashville, Tennessee, this 1st day of July, 1970.

Frank L. Smith, Jr.
Notary Public

FRANK L. SMITH, JR. NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My commission expires: July 26, 1970

REFERENCE
JUL 2 2 35 PM '70
FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

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* * * *

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Donna R. Carter, a Notary Public in and for said County and State, WILLIAM P. JOHNSTON and wife, LILLIAS DALE JOHNSTON, the within named 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 1st day of July, 1970.

Donna R. Carter
Notary Public

DONNA R. CARTER NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My commission expires: 10-30-73