Mail to: Randolph Co., Realtors, Third National Bank Bldg, Nashville, Tenn. 37219

TENNESSEE TITLE COMPANY

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Donald E. Stoll (NAME)	Donald E. Stoll (NAME)	E.H.-12760
(STREET ADDRESS OR ROUTE NUMBER)	142 8th Ave. North (STREET ADDRESS)	BOOK 4430 PAGE 395
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee 37203 (CITY) (ZONE) (STATE)	

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of $9,500.00

NINE THOUSAND FIVE HUNDRED and no/100---------- DOLLARS

of which $ 2,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed his one note of even date herewith, payable to the Grantors herein, for the sum of $7,500.00, payable $1,000.00 per month, beginning July 23, 1970, and continuing for 6 consecutive months with a final monthly payment (7th month) of $1,500.00, with interest at 7-1/2% per annum

JUL 10 70	CONV	*9,500.00			
JUL 10 70	MORT'G	*7,500.00			
JUL 10 70	S'TAX		A*	24.70	
JUL 10 70	S'TAX		A*	5.50	
JUL 10 70	PR'FEE		A*	.50	
JUL 10 70	W'DEED		A*	3.00	* 33.70

PREPARED BY
E. H. BRILEY, JR., ATTORNEY
320 UNION STREET
NASHVILLE, TENNESSEE 37219

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

We, GLENN W. McMILLAN AND WIFE, MARY ANN HANSARD McMILLAN

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

DONALD E. STOLL

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the City of Forest Hills, in 7th Civil District of Davidson County, Tennessee, described as follows: BEGINNING at a point in the southerly margin of Otter Creek Road, at the northwest corner of Lot 3 on the Plan of Waterswood Heights, of record in Book 3842, page 18; thence with the westerly line of said Lot 3, South 16°55' East 516.5 feet to a point in the northerly margin of a 50-foot driveway easement; thence along the same, westerly 270 feet to apoint; thence North 360 feet to a point in the southerly margin of Otter Creek Road; thence with the margin of the same, easterly 270 feet to the point of beginning.

Together with the right in and to the use of a 50-foot driveway easement adjacent to the southerly boundary of the lot extending westerly along the south line of Lot No. 1 and a roadway easement and the use of a bridge lying westerly and adjacent to Tract No. I on the preliminary plan of Waterswood Heights, Section II, not of record, all of which is shown on the survey of Michael V. Holms, dated Oct. 13, 1968, being the same right-of-way conveyed to Glenn W. McMillan and wife, by deed from Glenn E. Waters, Jr. and wife, of record in Book 4429, page 559.

Being property conveyed to Glenn W. McMillan and wife, Mary Ann Hansard McMillan, by deed from Glenn E. Waters, Jr., and wife, of record in Book 4170, page 937, said Register's Office.

This is improved ( ) unimproved (X) property known as ..... Otter Creek Road, Nashville, Tennessee
(House Number) (Street) (P. O. Address:) (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We convenant 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto Herschel Greer 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 grantees 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 till 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 interest 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 grantees, 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 6th day of July 19 70

Glenn W. McMillan — Donald E. Stoll

GLENN W. McMILLAN — DONALD E. STOLL

Mary Ann Hansard McMillan

MARY ANN HANSARD McMILLAN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 9,500.00

Donald E. Stoll
Affiant

Subscribed and sworn to before me, this the 3 day of July 19 70

My commission expires April 29, 1973 (Affix Seal)

Ruth Randolph
Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Ruth Randolph, a Notary Public in and for said County and State, the within named GLENN W. McMILLAN & WIFE, MARY ANN HANSARD McMILLAN & DONALD E. STOLL 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, Tenn. this 6 day of July 19 70

Commission Expires April 29, 1973

Ruth Randolph
Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged _____ self to be _____ of the _____ the within named bargainor, a corporation, and that _____ be 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 _____

INSTALLMENT DEED
G-215882

FROM Glenn W. McMillan, ET UX

TO Donald E. Stoll

A 83241

IDENTIF. REFERENCE

JUL 10 9 52 AM '70

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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TENNESSEE TITLE COMPANY
NASHVILLE, TENNESSEE
Zone Office
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