This instrument was prepared by
GRISSIM AND SHORT, Attorneys
Court Square Building
Nashville, Tennessee

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
JAMES T. O'HARE ET UX	SAME BOOK 4440 PAGE 853	Map 130-13
1115 Belle Meade Blvd (NAME)	(NAME)	Par. 14-24
Nashville Tenn (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	PW

FOR AND IN CONSIDERATION of the sum of SIXTY-EIGHT THOUSAND AND NO/100---------- ($68,000.00)---------- Dollars, of which TWENTY-EIGHT THOUSAND AND NO/100---------- ($28,000.00)---------- Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder FORTY THOUSAND AND NO/100---------- ($40,000.00)---------- Dollars, JAMES T. O'HARE AND WIFE, ELIZABETH W. O'HARE have executed GIVEN THEIR NOTE OF EVEN DATE WHICH IS PAYABLE AS THEREIN SPECIFIED. REFERENCE IS MADE TO SAID NOTE FOR FURTHER TERMS AND CONDITIONS.

AUG 25	CONV	68,000.00			
AUG 25	MORT'G	40,000.00			
AUG 25	S'TAX		A*	176.80	
AUG 25	S'TAX		A*	38.00	
AUG 25	PR'FEE		A*	.50	
AUG 25	W'DEED		A*	3.00	* 218.30

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, JANE C. TRABUE

have this day bargained and sold, and do hereby transfer and convey unto the said JAMES T. O'HARE AND WIFE, ELIZABETH W. O'HARE

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

TWO TRACTS OF LAND IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:
TRACT NO. 1: BEING THE SOUTHERLY 125 FEET OF LOT NO. 1 OF BLOCK 2 ON THE PLAN OF HIGHLANDS OF BELLE MEADE, AS OF RECORD IN BOOK 547, PAGE 180, REGISTER'S OFFICE FOR SAID COUNTY.
SAID PART OF LOT NO. 1 FRONTS 125 FEET ON THE WESTERLY SIDE OF BELLE MEADE BOULEVARD AND RUNS BACK BETWEEN PARALLEL LINES 300 FEET TO A DEAD LINE.
TRACT NO. 2: BEING LOT NO. 10 OF BLOCK 2, ON THE PLAN OF HIGHLANDS OF BELLE MEADE, AS OF RECORD IN BOOK 547, PAGE 180, REGISTER'S OFFICE FOR SAID COUNTY.
SAID LOT NO. 10 FRONTS 166 FEET ON THE EASTERLY SIDE OF CANTERBURY DRIVE AND RUNS BACK 225-1/2 FEET ON THE NORTHERLY LINE AND 235 FEET 5 INCHES ON THE SOUTHERLY LINE TO A DEAD LINE AND MEASURES 150 FEET THEREON.
BEING THE SAME PROPERTY CONVEYED TO NELSON T. TRABUE AND WIFE, JANE C. TRABUE BY DEED FROM EMMIE KEITH JACKSON, OF RECORD IN BOOK 3158, PAGE 60, REGISTER'S OFFICE FOR SAID COUNTY, AND THE SAID NELSON T. TRABUE CONVEYED HIS INTEREST IN SAID PROPERTY TO JANE C. TRABUE, BY DEED OF RECORD IN BOOK 4380, PAGE 275, SAID REGISTER'S OFFICE.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 68,000.00

Subscribed and sworn to before me, this the 28 day of AUGUST 19 70

My commission expires: Aug. 17 1974 (Affix Seal)

X Jane C. Trabue Affiant

Notary Public

This is unimproved {X} property, known as 1115 (House Number) BELLE MEADE BOULEVARD (Street), NASHVILLE (P. O. Address:), TENNESSEE (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said JAMES T. O'HARE AND WIFE, ELIZABETH W. O'HARE

THEIR (successors), 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 AS SET OUT ABOVE AND 1970 TAXES WHICH GRANTEES ASSUME. I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said JAMES T. O'HARE AND WIFE, ELIZABETH W. O'HARE

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 JAMES T. O'HARE AND WIFE, ELIZABETH W. O'HARE

hereinafter referred to as trustors, hereby transfer and convey unto J. M. GRISSIM, 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 $ ....., 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 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 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 Registers 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.

Witness OUR hand S this 20 day of AUGUST, 19 70 the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Jane C. Trabue

James T. O'Hare

Elizabeth (W.) O'Hare

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, B WARREN FASON *, a Notary Public in and for said County and State,* JANE C. TRABUE

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* 20 *day of* AUGUST, *19* 70

B Warren Fason *Notary Public*

Commission expires Aug 17 74

NEW YORK
STATE OF ~~TENNESSEE~~
COUNTY OF ~~DAVIDSON~~ OTSEGO

Personally appeared before me, Katharine B. Hanor *, a Notary Public in and for said County and State,* JAMES T. O'HARE AND WIFE ELIZABETH W. O'HARE

the within named bargainor S, 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 Cooperstown, New York *this* 20 *day of* AUGUST, *19* 70

KATHARINE B. HANOR
Notary Public, State of New York
Residing in Otsego County
My Commission Expires March 30, 19 71

Katharine B. Hanor *Notary Public*

Commission expires

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INSTALLMENT DE

FROM JANE C. TRABUE

TO JAMES T. O'HARE ET U

IDENTIF. REFERENCE

AUG 25 11 03 AM '70

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITI

Office of

CHICAGO TITLE INSURANCE C

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE