Prepared by: Tom G. Coleman, Jr., Atty., 1720 Parkway Towers 2DW-130
Nashville, Tennessee 37219

INSTALLMENT DEED

BOOK 4449 PAGE 451

For and in Consideration of the sum of FIVE-THOUSAND, NINE-HUNDRED, FIFTY AND NO/100 ($5,950.00)---------- Dollars, of which ONE-THOUSAND, TWO-HUNDRED AND NO/100 ($1,200.00)--------- Dollars, has been paid in cash by Bob E. Dunn, Bobby Haley, George Cook, Billy Sims the receipt of which is hereby acknowledged, and for the remainder FOUR-THOUSAND, SEVEN-HUNDRED, FIFTY AND NO/100 ($4,750.00)---------- Dollars, the said Bob E. Dunn, Bobby Haley, George Cook, and Billy Sims have this day executed their one promissory note in the principal sum of $4,750.00, payable to the order of Mary Brady Warner, in consecutive monthly installments of $56.39 , including principal and interest, interest being at the rate of 7½% per annum on the unpaid principal sum which shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum until the entire amount, both principal and interest, has been paid. The first installment payment shall become due and payable on or before November 1, 1970, and thereafter, said consecutive monthly installment payments shall continue as aforesaid. Amounts paid will be credited first to interest accrued; the balance will be credited to the amount of unpaid principal sum.

all of said notes bearing 7½ per cent 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, Mary Brady Warner

has this day bargained and sold, and do hereby transfer and convey unto the said Bob E. Dunn, Bobby Haley, George Cook, and Billy Sims their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 19 on the Plan of Bryan's Addition to Edgefield, now East Nashville, as of record in Book 21, Page 63, REgister's Office for said County.

Said Lot No. 19 fronts 50 feet on the north side of Foster Street, and extends back between parallel lines 165 feet to an alley.

Said property was devised to Mary Brady Warner by will of Mrs. Winnie Moran Brady, deceased, of record in Bill Book 63, Page 288, County Court for said County.

This conveyance is made subject to all applicable Metropolitan government planning and zoning regulations.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Bobby Haley, etal (NAME)	Same (NAME)	82 11 -65
1430 Stainback Ave. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37207 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 5,950.00 . Mary B. Wallstrack Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28th DAY OF September, 1970

Notary Public

MY COMMISSION EXPIRES: My Commission Expires Nov. 20, 1972

(AFFIX SEAL)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Bob E. Dunn, Bobby Haley, George Cook, Billy Sims 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 and my heirs and representatives, to warrant and forever defend the title to said real estate to said Bob E. Dunn, Bobby Haley, George Cook, Billy Sims, 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 in hand paid, I, the said Bob E. Dunn, Bobby Haley, George Cook Billy Sims

do hereby transfer and convey unto James W. Morris, 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 Bob E. Dunn, Bobby Haley, George Cook, Billy Sims 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 interest 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 Bob E. Dunn, Bobby Haley, George Cook, Billy Sims 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 borrowers 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 James W. Morris, Trustee, shall be vested in said successor.

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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 Mary Brady Warner and Bob E. Dunn, Bobby Haley, George Cook, Billy Sims hereunto set our hands at Nashville, Tennessee, this the 28 day of September 19 70

Bobby Haley
Bob E Dunn
Mary Brady Warner
Billy Sims
George Cook

STATE OF TENNESSEE
Davidson County

Personally appeared before me, [signature], a Notary Public in and for said County and State, the within named Mary Brady Warner, Bob E. Dunn, Bobby Haley, George Cook, and Billy Sims

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 28th day of September, 19 70

[signature], Notary Public.

Commission Expires My Commission Expires Nov. 20, 1972

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE
Davidson County

BOOK 4449 PAGE 454

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____

My commission expires _____

_____
Notary Public

OCT-2??	CONV	*5,950.00				
OCT-2??	MORT'G	*4,750.00				
OCT-2??	S'TAX		A*	15.34		
OCT-2??	S'TAX		A*	2.70		
OCT-2??	PR'FEE		A*	.50		
OCT-2??	W'DEED		A*	6.00	*	24.54

INSTALLMENT DEED

FROM

Bob E. Dunn, etal

TO

James W. Morris, Trustee

Attorneys Title Company
Tides Guaranteed

NASHVILLE, TENN.

A 9 1 8 5 4

IDENTIF. REFERENCE

Oct 2 11 37 AM '70

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

TOOLEY CO. NASHVILLE