TOM G. COLEMAN, JR.
ATTORNEY AT LAW
1220 PARKWAY TOWERS
NASHVILLE, TENNESSEE 37219

INSTALLMENT DEED

BOOK 1455 PAGE 967

For and in Consideration of the sum of EIGHT-THOUSAND, SIX-HUNDRED ONE AND NO/100 ($8,601.00)---------- Dollars, of which ONE ($1.00)---------- Dollars, has been paid in cash by Robert Harris Sr., and wife, Edith I. Harris the receipt of which is hereby acknowledged, and for the remainder EIGHT-THOUSAND AND SIX HUNDRED, AND NO/100 ($8,600.00)---------- Dollars, the said Robert Harris Sr., and wife, Edith I. Harris have this day executed their one promissory note payable to Jim Stevens, Trustee, the principal sum of EIGHT-THOUSAND, SIX-HUNDRED AND NO/100 ($8,600.00) DOLLARS, payable in consecutive monthly installments of $66.34 each, including interest, interest being at the rate of 9% per annum on the unpaid principal sum which shall from time to time remain unpaid. The first installment payment on the principal sum plus interest shall become due and payable on or before February 12, 1970, and thereafter said consecutive monthly installment payments on the principal sum plus interest shall continue as aforesaid. Amounts paid will be credited first to interest accured; the balance will be credited to the amount of unpaid principal sum until both principal and interest have been fully paid.

all of said notes bearing nine 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, Jim Stevens, Trustee, with full power to mortgage, sell, transfer or convey without the joinder of any beneficiary. have this day bargained and sold, and do hereby transfer and convey unto the said Robert Harris Sr., and wife, Edith I. Harris heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 37 on the Plan of Inglewood Annex Subdivision, a plan of which subdivision is of record in Book 547, Page 197, REgister's Office for said County.

Said Lot No. 37 fronts 50 feet on the northerly side of Norvel Avenue and extends back between parallel lines 150 feet to a dead line.

Being the same property conveyed to Jim Stevens, Trustee, with full power to mortgage, sell, transfer or convey without the joinder of any beneficiary, by deed from Stanford Hills Co., as of record in Book 4304, Page 575, Register's Office for Davidson County, Tennessee.

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

The hereinabove described lien is made subordinate to a first mortgage which is secured by a deed of trust executed by William Ernest West and wife, Agnes West, to E. A. Goodloe, Trustee, of record in Book 3216, Page 559, said Register's Office.

This is unimproved ( ) improved (X) property, know as 1407 Norvel Avenue, 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 Robert Harris Sr., and wife, Edith I. Harris , 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.

I further covenant and bind myself and my successors in trust heirs and representatives, to warrant and forever defend the title to said Robert Harris Sr., and wife, Edith I. Harris, 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 me in hand paid, we, the said Robert Harris Sr., and wife, Edith I. Harris

do hereby transfer and convey unto Tom G. Coleman, Jr., 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 Robert Harris Sr., and wife, Edith I. Harris

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 Robert Harris Sr., and wife, Edith I. Harris 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 Tom G. Coleman, Jr., 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 Jim Stevens, Trustee, with full power to mortgage, sell, transfer or convey without the joinder of any beneficiary. and ~~Robert Harris Sr., and wife, Edith I. Harris~~ hereunto set our hands at Nashville, Tennessee, this the 9th day of February 1970

Robert Harris Jr.

Edithel. Harris

Jim Stevens

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Jim Stevens, Trustee, with full power to mortgage, sell, transfer or convey without the joinder of any beneficiary, and Robert Harris Sr., and wife, Edith I. Harris 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 9th day of February, 1970

Commission Expires 4-22-72

_____, Notary Public.

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 }
COUNTY OF DAVIDSON }

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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)

OCT 30 70 CONV *8,601.00
OCT 30 70 MORT'G *8,600.00
OCT 30 70 S'TAX A* 22.36
OCT 30 70 S'TAX A* 6.60
OCT 30 70 PB'FEE A* .50
OCT 30 70 W'DEED A* 6.00 * 35.46

INSTALLMENT DEED

FROM

Jim Stevens, Trustee, with full power to mortgage, sell, transfer or convey without the joinder of any beneficiary.

Robert Harris, Sr., etux

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

A 94811

IDENTIF. REFERENCE

OCT 30 12 08 PM '70
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
Robert Harris Sr., etux (NAME)	Jim Stevens/Betty (NAME)	Map 61-15
1407 Norvel Avenue (STREET ADDRESS OR ROUTE NUMBER)	3937 Gallatin Rd (STREET ADDRESS)	Par 204
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Nash. Tenn. (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

TOM G. COLEMAN, JR.
Attorney at Law
1720 Parkway Towers
Nashville, Tennessee
37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 8601.00 Robert Harris Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 9th DAY OF Oct, 1970

4-22-72 Notary Public.

MY COMMISSION EXPIRES: _____

(AFFIX SEAL)