THIS INSTRUMENT PREPARED BY:
Paul G. Blankenship, Atty
3311 Gallatin Road
Nashville, Tennessee

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INSTALLMENT DEED

For and in Consideration of the sum of $5,000.00)

Five Thousand and 00/100 ($5,000.00) Dollars,

of which Four Hundred and 00/100 ($400.00) Dollars,

has been paid in cash by John Givens and wife, Jewel M. Givens

the receipt of which is hereby acknowledged, and for the remainder of ($4,600.00)

Four Thousand Six Hundred and 00/100 ($4,600.00) Dollars,

the said John Givens and wife, Jewel M. Givens have

executed an Installment Deed Note of even date herewith in the principal sum of Four Thousand Six Hundred and 00/100 ($4,600.00), payable to Willard A. Deason and wife, Robbie Sue Deason in monthly installments of $50.00 each and bearing no interest for ninety two(92) installments the first installmen t being due on the ist day of December, 1970 and a like payment due on the first day of each succeeding month thereafter until this note is paid in full.

This conveyance is made subject to a lien retained on the land by M. H. Webb and wife, Ida Nell Webb as of record in Book 4017, Page 566 Register's Office for Davidson County, Tenn.

all of said notes bearing ~~six per cent~~ no 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, We, Willard A. Deason and wife, Robbie Sue Deason

have this day bargained and sold, and do hereby transfer and convey unto the said John Givens and wife, Jewel M. Givens their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being the westerly 50 feet of lot No. 27 on the map of J. S. Spurlock Lands, not of record, described according to a survey made by Erle Drake, County Surveyor, April 21, 1925 as follows:

Beginning in the center of Alice Avenue at a point 350 feet west of the northwest corner of the property conveyed to Norman E. Gray and wife, by deed from M. H. Webb and wife, of record in book 2447, page 189, Register's Office for said County, being the corner of lots Nos. 19 and 27; thence south 20 4° east 225 feet to the Cumberland River; thence with said River eastwardly 50 feet; thence northwardly 232 1/2 feet, more or less to the center of Alice Avenue; thence with the center of said Avenue westwardly 50 feet to the beginning.

Being the same property conveyed to Willard Deason and wife, Robbie Sue Deason by deed from M. H. Webb and wife, Ida Nell Webb as of record in Book 4017, Page 566 Register's Office for Davidson County, Tennessee.

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $5,000.00. Paul G. Blankenship

Subscribed and sworn to before me this 23rd day of November 1970

Deputy Register W. Williams

This is unimproved ( ) improved (X) property, know as 1026 Alice Avenue Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

Mail to John Givens 303 Edith St
Nashville, Tenn 37207

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said John Givens and wife, Jewel M. Givens, their heirs and assigns forever. we covenant 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 except as set out, being a lien retained by M. H. Webb and wife, Ida Nell Webb in Book 4017, page 566 RODC further covenant and bind our heirs and representatives, to warrant and forever defend the title to said real estate to said John Givens and wife, Jewel M. Givens 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 John Givens and wife, Jewel M. Givens

do hereby transfer and convey unto Paul G. Blankenship, 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 John Givens and wife, Jewel M. Givens

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 $5,000.00 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 John Givens and wife, Jewel M Givens 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; if 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 John Givens and wife, Jewel M. Givens 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 County, Tennessee, and the title herein conveyed to Paul G. Blankenship, 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 Willard A. Deason and wife, Robbie Sue Deason and John Givens and wife, Jewel M. Givens hereunto set our hands at Nashville, Tennessee, this the 21st day of November 19 70

x Willard A Deason
Robbie Sue Deason
x John Givens
Jewel M. Givens

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Paul G. Blankenship, a Notary Public in and for said County and State, the within named Willard A. Deason and wife, Robbie Sue Deason and John Givens and wife, Jewel M. Givens

the 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 Nashville Tennessee, this 21st day of November, 19 70

Paul G Blankenship, Notary Public.

Commission Expires October 28th, 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 }
COUNTY OF DAVIDSON }

Before me,

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County aforesaid, personally appeared , a Notary Public of the State and

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 .

Commission expires , Notary Public.

(over for additional acknowledgements)

NOV23 CONV
NOV23 MORT'G *5,000.00
NOV23 S'TAX *4,600.00
NOV23 S'TAX
NOV23 PR'FEE A* 13.00
NOV23 M'DEED A* 2.60
A* .50
A* 6.00 * 22.10

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Tides Guaranteed
NASHVILLE, TENN.

A 97108

IDENTIF. REFERENCE

NOV 23 1 38 PM '70

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

TOWLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
John Givens Et Ux (NAME)	John Givens Et Ux (NAME)	Map 70-7
1026 Alice Avenue (STREET ADDRESS OR ROUTE NUMBER)	1026 Alice Aveneu (STREET ADDRESS)	Parcel 44
Nashville, Tenn. 37218 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37218 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $5,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 21st DAY OF November 1970.

Notary Public

MY COMMISSION EXPIRES: October 28, 1970

(AFFIX SEAL)