Buyer: Thelma D. Mason - Tax Bills: Jernigan Corp.
3315 Park Avenue
Nashville Tenn

124-4th Ave S
Nashville Tenn

Map 93-13 Parcel Nos. 175 117 118

INSTALLMENT DEED

BOOK 4463 PAGE 638

For and in Consideration of the sum of FIVE THOUSAND THREE HUNDRED AND NO/100 ($5,300.00) Dollars, of which THREE HUNDRED AND NO/100 Dollars, has been paid in cash by THELMA GLADYS MASON the receipt of which is hereby acknowledged, and for the remainder FIVE THOUSAND AND NO/100 ($5,000.00) Dollars, the said THELMA GLADYS MASON ha va executed her promissory note of even date herewith payable to the order of THE JERNIGAN CORPORATION in regular monthly installments as follows: On the 2nd day of January 1971 the sum of $54.13, and thereafter a like amount on the 2nd day of each succeeding month thereafter and the remaining balance of said principal sum on the 2nd day of January 1983. Said payments to be applied first to payment of interest at the rate of 8% per annum, on the principal sum or so much as from time to time remain unpaid and balance to be applied to the payment of the principal sum, until the entire amount, both principal and interest has been paid in full.

RECORDER'S MEMO
Legibility of Writing, Typing or Printing for this
Document Unsatisfactory When Received.

all of said notes bearing ~~six~~ Eight 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, THE JERNIGAN CORPORATION

have this day bargained and sold, and do hereby transfer and convey unto the said THELMA GLADYS MASON, her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 2 Block 11, on the Plan of Charlotte Park Company's second Addition to Nashville, of record in Book 57, Page 160, Register's Office for said County.

Said Lot No. 2 fronts 50 feet on the southerly side of Park Avenue and runs back between parallel lines 150 feet to an alley.

Being the same property conveyed to THE JERNIGAN CORPORATION by Trustee's deed from THOMAS K. SANDERS, TRUSTEE, as of record in Book 4462, page 199, Register's Office for Davidson County, Tennessee.

This instrument was prepared by Thomas K. Sanders, 124 4th Avenue South, Nashville, Tenn.

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $5300.00 Affiant Lavinia George

Subscribed and sworn to before me this 1st day of December 1970

Deputy Register W. W. Weeks

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said THELMA GLADYS MASON THE JERNIGAN CORPORATION heirs and assigns forever ___/___ covenant that it is lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

It further covenant and bind itself, its heirs and representatives, to warrant and forever defend the title to said real estate to said THELMA GLADYS MASON her 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 THE JERNIGAN CORPORATION

do hereby transfer and convey unto THOMAS K. SAUNDERS, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said THELMA GLADYS MASON

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 $5,500.00 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.

I 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 I 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 I, the said THELMA GLADYS MASON 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 I 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; I 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. I 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. I 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 THELMA GLADYS MASON 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 THOMAS K. SANDERS, 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 THE JERNIGAN CORPORATION and THELMA GLADYS MASON hereunto set our hands at NASHVILLE, Tennessee, this the 30th day of NOVEMBER 1970

THE JERNIGAN CORPORATION

ATTEST: THE JERNIGAN CORPORATION

BY: [signature] H. ...DE SANDERS, PRESIDENT

BY: [signature] J. T. SANDERS, JR., SECRETARY

[signature] THELMA GLADYS MASON

STATE OF TENNESSEE
Davidson County

Personally appeared before me, W. DAVID SAIDERS, a Notary Public in and for said County and State, the within named THELMA GLADYS MASON

the 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 30th day of NOVEMBER, 1970

MY COMMISSION EXPIRES OCTOBER 23, 1971

Commission Expires

[signature] 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 _____

BOOK 4463 PAGE 641

STATE OF TENNESSEE
Davidson County

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

Witness my hand and official seal at office at Nashville on this the 1st day of November 1970

My commission expires MY COMMISSION EXPIRES OCTOBER 23, 1971

W. David Sanders
Notary Public

RECORDED
Security Title Co.
Document Recording Fee

DEC-1 70 CONV *5,300.00
DEC-1 70 MORT'G *5,000.00
DEC-1 70 S'TAX A* 13.78
DEC-1 70 S'TAX A* 3.00
DEC-1 70 PR FEE A* .50
DEC-1 70 DEED A* 6.00 * 23.28

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

A 97894

IDENTIF. REFERENCE

DEC 1 11 53 AM '70

FELIX E. ELLISTON, REGISTER
DAVIDSON COUNTY, TENN.

JOHN TOOLEY CO., NASHVILLE