This instrument was prepared by Charles Burkhalter, 601 Broadway, Nashville, Tenn.

BOOK 4465 PAGE 437 Map 119-5 P/P Par. 130

PW

INSTALLMENT DEED

For and in Consideration of the sum of Eight Thousand and no/100 - ($8,000.00) - Dollars,

of which One Thousand and 00/100 - ($1,000.00) - - - - - - - - - - Dollars,

has been paid in cash by Walter Knestrick and wife, Anne H. Knestrick

the receipt of which is hereby acknowledged, and for the remainder Seven Thousand and 00/100 - ($7,000.00) - Dollars,

the said Walter Knestrick and wife, Anne H. Knestrick have

executed and delivered their one joint promissory note in said amount of even date herewith payable to the order of Charles Burkhalter, Trustee, in five (5) equal annual installments of $1,400.00 each, plus interest at the rate of 7½% per annum, with the first annual installment due December 14, 1971.

NEW OWNERS ADDRESS:

510 Monroe Street
Nashville, Tenn. 37208

Send Tax Bills TO:

same

~~all of said notes bearing six 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, Charles Burkhalter, Trustee, with full power to sell, mortgage, transfer, and convey without the joinder of any beneficiary, has this day bargained and sold, and do hereby transfer and convey unto the said Walter Knestrick and wife, Anne H. Knestrick, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 68 on the revised and corrected plan of Thompson and Rings Subdivision of Edenwold Park, as of record in Book 421, Page 153, Register's Office for said county, described as follows:

Beginning on the westerly margin of Grandview Avenue (formerly Caldwell Avenue), at the corner of Lots 67 and 68; thence in a westerly direction with the line between said Lots 178 feet; thence westerly 39.6 feet to the easterly margin of an alley; thence with said alley northwardly 35 feet to the southwest corner of Lot No. 69; thence with the line between Lots 68 and 69 eastwardly 200 feet to the westerly margin of Grandview Avenue; thence with said Avenue southwardly 50 feet to the beginning.

Being the same property conveyed to Charles Burkhalter, Trustee, with full power to sell, mortgage, transfer or convey without the joinder of any beneficiary, by deed from Ruth Redmon, of record in Book 4247, Page 620, said Register's Office.

State of Tennessee
County of Davidson

The actual consideration or value whichever is greater, for this transfer is $8,000.00.
Sworn to and subscribed before me this 7th day of December, 1970.

[signature]

[signature]
Notary Public

Commission expires:
8-9-72

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Walter Knestrick and wife, Anne H. Knestrick , 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, my heirs and representatives, to warrant and forever defend the title to said Walter Knestrick and wife, Anne H. Knestrick, 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, We, the said Walter Knestrick and wife, Anne H. Knestrick

do hereby transfer and convey unto Joe A. Mann, 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 Walter Knestrick and wife, Anne H. Knestrick

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 $ none 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 Walter Knestrick and wife, Anne H. Knestrick 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 Walter Knestrick and wife, Anne H. Knestrick 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 Joe A. Mann, 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 Charles Burkhalter, Trustee and Walter Knestrick and wife, Anne H. Knestrick hereunto set our hands at Nashville, Tennessee, this the 7th day of Dec. 19 70

Charles Burkhalter, Trustee

Walter Knestrick

Anne H. Knestrick

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Joe A. Mann, a Notary Public in and for said County and State, the within named Charles Burkhalter, Trustee,

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

Witness my hand and official seal at Nashville Tennessee, this 7th day of December, 19 70

Commission Expires 10-31-71 , Notary Public.

STATE OF TENNESSEE
DAVIDSON **County.**

Personally appeared before me, BEVERLY JO WOMBLE, a Notary Public in and for said County and State, the within named Walter Knestrick and wife, Anne H. Knestrick

the bargainor, 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 7th day of DECEMBER, 19 70

Commission Expires 2-9-70 , Notary Public.

STATE OF TENNESSEE
Davidson County

BOOK 4465 PAGE 440

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

DEC-9 70	CONV	*8,000.00			
DEC-9 70	MORT'G	*7,000.00			
DEC-9 70	S'TAX		A*	20.80	
DEC-9 70	S'TAX		A*	5.00	
DEC-9 70	PR'FEE		A*	.50	
DEC-9 70	W'DEED		A*	6.00	* 32.30

INSTALLMENT DEED

FROM
Charles Burkhalter, Trustee,

TO
Walter Knestrick and wife,
Anne H. Knestrick

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

198706

IDENTIF. REFERENCE

DEC 9 12 48 PM '70

FELIX A. ROBERTSON, REGISTER
DAVIDSON COUNTY, TENN.

TOBEY CO., NASHVILLE

RETURN TO DOBSON & JOHNSON, INC.