Address of New Owners: Elmer I. Kent and wife, 446 Broadmoor Drive, ~~Nashville, Tennessee~~

Send Tax Bills: Same, Same, ~~Same~~

Map 61 Par. 29 & 30

Map 61-10 Par. 8

a.c.

INSTALLMENT DEED

BOOK 4469 PAGE 586

For and in Consideration of the sum of Forty Thousand and no/00---------- ---------- ---------- ----------($40,000.00) Dollars, of which Eleven Thousand and no/00----------($11,000.00) Dollars, has been paid in cash by Elmer I. Kent and wife, Helen A. Kent the receipt of which is hereby acknowledged, and for the remainder Twenty Nine Thousand and no/00---------- ----------($29,000.00) Dollars, the said Elmer I. Kent and wife, Helen A. Kent have executed their one promissory note of even date herewith payable to the order of Perry F. McMurtry and/or wife, Joyce B. McMurtry. Note in the amount of $29,000.00 is due and payable on or before six months after date with interest until payment in full is made at the rate of 8% per annum, howe ver, the Grantees herein agree not to pay said note prior to January 1, 1971.

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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, We, Perry F. McMurtry and wife, Joyce B. McMurtry

have this day bargained and sold, and do hereby transfer and convey unto the said Elmer I. Kent and wife, Helen A. Kent heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

PARCEL ONE:

Tract 1:

Being the north 10 feet of Lot No. 224 on the Plan of Maplewood Heights Second Subdivision, of record in Book 547, pages 103 and 104, Register's Office for said County.

Said part of said lot fronts 10 feet on the west side of Hutson Avenue and runs back between parallel lines 300 feet to a dead line.

Tract 2:

Being a tract of land in the 11th Civil District of said County, lying west of and adjacent to the Subdivision known as Maplewood Heights Second Subdivision, as of record in Book 547, pages 103 and 104, Register's Office for said County, described as follows:

BEGINNING at a stake 500 feet southerly from the center of Maplewood Lane in the west boundary of Maplewood Heights Second Subdivision, a plan of which appears of record in Book 547, pages 103 and 104, said Register's Office; and running thence along the west boundary line of said Subdivision, south 13° west 1238 feet to the southwest corner of Lot No. 223 in said Subdivision; thence north 77° west 50 feet; thence south 13° west 200 feet more or less to a point in Hagan's north line; thence north 55° 50' west 918 feet more or less to a stake, Hagan's north corner; thence north 27° east 1012 feet to a stake; thence south 87° east 681 feet to the beginning, according to a survey of Erle Drake made June 25, 1926.

LAND DESCRIPTION CONTINUED ON PAGE 2

PREPARED BY: Caesar E. Urrutia, 601 Stahlman Bldg. Nashville, Tennessee 37201

LAND DESCRIPTION CONTINUED

BEING property conveyed to Perry F. McMurtry and wife Joyce B. McMurtry by deed from Lawrence E. Johnston and wife Montierey Johnston of record in Book 3157, page 382, Register's Office for Davidson County, Tennessee.

PARCEL TWO:

BEGINNING at a point, the southwest corner of Lot 223 of the Maplewood Heights Second Subdivision, a plan of which appears of record in Book 547, pages 103 and 104, Register's Office for said County; thence north 77° west 50 feet; thence south 13° west 200 feet to a point in Peach's north line; thence south 55° east 50 feet, more or less, to a point, the southwest corner of Lot 225 in said Subdivision; thence north 13° east 200 feet, more or less, to the point of beginning.

BEING property conveyed to Perry F. McMurtry and wife Joyce B. McMurtry by deed from Hubert Reece, as to 1/3 undivided interest of record in Book 3163, page 397 and by deed from Montierey Johnston as to 2/3 undivided interest by deed of record in Book 3157, page 406, Register's Office for Davidson County, Tennessee.

Deed from Mary A. Butler to Lawrence E. Johnston and wife of record in Book 2103, page 517, Register's Office, states that part of Lot 224 is to be used and/or dedicated as a part of Virginia Avenue.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Perry F. McMurtry

Joyce B. McMurtry

Elaine A. Kent

Helen A. Kent

The actual consideration or value whichever is greater, for this transfer is $40,000.00

Wm. W. Dearborn
Affiant

Subscribed and Sworn to before me, this the 30th day of December, 1970.

W. O. Williams
~~Notary Public~~ Dep. Register

~~My Commission Expires~~:
(~~Affix Seal~~)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Elmer I. Kent and wife, Helen A. Kent heirs and assigns forever. We covenant that We lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

We further covenant and bind ourselves and our heirs and representatives, to warrant and forever defend the title to said real estate to said Elmer I. Kent and wife, Helen A. Kent 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 Elmer I. Kent and wife, Helen A. Kent

do hereby transfer and convey unto Walter B. Jones, 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 Elmer I. Kent and wife, Helen A. Kent

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 $ Ins. Value 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 Elmer I. Kent and wife, Helen A. Kent 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 Elmer I. Kent and wife, Helen A. Kent 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 Walter B. Jones, 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 Perry F. McMurtry and wife, Joyce B. McMurtry and Elmer I. Kent and wife, Helen A. Kent hereunto set our hands at Nashville, Tennessee, this the 23rd day of December 19 70

Perry F. McMurtry
Joyce B. McMurtry
Elmer I. Kent
Helen A. Kent

R 00566
IDENTIF. REFERENCE
DEC 30 12 23 PM '70
FELIX A. ... REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Dorothy Lebo, a Notary Public in and for said County and State, the within named Perry F. McMurtry and wife, Joyce B. McMurtry and Elmer I. Kent and wife, Helen A. Kent

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 23rd day of December, 1970

Commission Expires July 31, 1973

Dorothy Lebo, Notary Public

STATE OF _____

County.

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

DEC 30 CONV 40,000.00
DEC 30 S'TAX A* 104.00
DEC 30 PR'FEE A* .50
DEC 30 W/DEED A* 6.00 * 110.50

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_____