This Deed Prepared By:
Leon Ruben, Attorney
125 Lafayette Street
Nashville, TN 37219

Installment Deed

BOOK 4471 PAGE 557

NAME AND MAILING ADDRESS OF NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Odis E. Walton Et Ux	Same	Map 93-16
(NAME)	(NAME)	Pal. 27-28-
3036 Lebanon Rd	Same	250-251-252
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville Tenn 37214	Same	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ----------$27,500.00----------

--------Twenty-Seven Thousand Five Hundred and no/100---------- *Dollars,*

of which ----------$7,500.00----------

---------Seven Thousand Five Hundred and no/100-------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ----------$20,000.00--------

----------Twenty Thousand and no/100---------- *Dollars,*

We, Odis E. Walton and wife, Dimple Walton, have *executed* our joint promissory note in the principal sum of $20,000.00 of even date herewith; which said note is payable to the order of Lee D. Walton and wife, Mary A. Walton. Said note being payable in quarterly installments of $1,000.00 per installment plus 6% interest on the unpaid principal balance. First payment of $1,000.00 plus interest is due ninety (90) days from the date of deed and thereafter on or before each quarter until full payment is made.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, We, Lee D. Walton and wife, Mary A. Walton, our one-half (½) interest *have this day bargained and sold, and do hereby transfer and convey unto the said* Odis E. Walton and wife, Dimple Walton, their ~~heirs~~, *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:* Being five (5) tracts of land as follows:

Being Lot No. 207 on the Plan of Maury and Claiborne's Addition to South Nashville, as of record in Book 21, pages 84 and 85, Register's Office for said County.
Said Lot No. 207 fronts 35 feet on the easterly side of Wharf Avenue and runs back between parallel lines 150 feet to an alley.
Being the same property conveyed to Odis E. Walton and Lee D. Walton by deed from Frank E. Hagan, Sr., Et Al, of record in Book 3767, page 388, R.O.D.C.T.

Being Lot No. 208 on the Map of Maury & Claiborne's Addition, of record in Book 21, pages 84 and 85, Register's Office for said County.
Said Lot No. 208 fronts 35 feet on the east side of Wharf Avenue and runs back between parallel lines 150 feet to an alley.
Being the same property conveyed to Odis E. Walton and Lee D. Walton by deed from Emma Scruggs of record in Book 2638, page 433, R.O.D.C.T.

Being Lot No. 209 on the Map of Maury & Claiborne's Addition, of record in Book 21, pages 84 and 85, Register's Office for said County.
Said Lot No. 209 fronts 35 feet on the east side of Wharf Avenue and runs back between parallel lines along the north margin of Cannon Street, 150 feet to an alley.
Being the same property conveyed to Odis E. Walton and Lee D. Walton by deed from Lucinda Wimies of record in Book 2638, page 431, R.O.D.C.T.

Being Lots Nos. 1 and 2 on the Plan of Bass' Subdivision of the Homestead Block, of record in Book 161, page 99, of the Register's Office for said County.
Said Lots Nos. 1 and 2 adjoin and front together 80 feet on the southerly side of Hermitage Avenue, formerly Fillmore Street, and run back between lines, 148.81 feet on the easterly line of Lot No. 2, and 150 feet on the westerly line of Lot No. 1, along the easterly margin of Decatur Street, to an alley in the rear on which they measure 80 feet.
Being the same property conveyed to O.E. Walton and L.D. Walton by deed from R. A. Baker Et Ux of record in Book 1681, page 27, R.O.D.C.T.

Being Lot No. 3 on the Plan of Bass' Subdivision of the Homestead Block, Hermitage Addition to Nashville, as of record in Book 161, page 99, Register's Office for said County.
Said Lot No. 3 fronts 40 feet on the southerly side of Hermitage Avenue, formerly Fillmore Street, and runs back 148.81 feet, more or less, on the westerly line and 148.2 feet, more or less, on the easterly line to an alley, measuring 40 feet thereon.
Being the same property conveyed to Odis E. Walton and Lee D. Walton by deed from Jay T. Mitchel of record in Book 1879, page 310.

O.E. Walton and L.D. Walton and Odis E. Walton and Lee D. Walton are one in the same persons.

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $27,500.00 Affiant
Subscribed and sworn to before me this 5th day of January 1971
Deputy Register D. Williams

This is unimproved (X) improved ( ) property, known as ..... (House Number) ..... (Street) ..... P. O. Address: ..... (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Odis E. Walton and wife, Dimple Walton, their ~~successors~~, *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.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Odis E. Walton and wife, Dimple Walton, their ~~successors~~, *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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Odis E. Walton and wife, Dimple Walton, *hereinafter referred to as trustors, hereby transfer and convey unto* Leon Ruben, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of insurable value *at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.*

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 4 *day of* January, *19* 71.

Odis E. Walton

Dimple Walton

Lee D Walton

Mary A. Walton

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Odis E. Walton and wife, Dimple Walton, and Lee D. Walton and wife, Mary A. Walton,

the within named 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* 4th *day of* January, *19* 71

Commission expires 1/21/71

Notary Public

NOTARY PUBLIC DAVIDSON COUNTY

STATE OF .....
COUNTY OF .....

Personally appeared before me, ..., a Notary Public in and for said County and State, ...

..... the within named 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, ..., a Notary Public of the State and County aforesaid, personally appeared....., with whom I am 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 corporatoin by .....self as.....

Witness my hand and seal, at office in....., this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

JAN-5??	CONV	27,500.00				
JAN-5??	MORT'G	20,000.00				
JAN-5??	S'TAX		A*	71.50		
JAN-5??	S'TAX		A*	18.00		
JAN-5??	PR'FEE		A*	.50		
JAN-5??	W'DEED		A*	6.00	*	96.00

INSTALLMENT DEED

FROM
LEE D. WALTON ET UX

TO
ODIS E. WALTON ET UX

B 0 0 9 5 3

IDENTIF. REFERENCE

JAN 5 10 38 AM '71

FELIX A. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

Guaranty Title Company

A Division of
Kansas City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE