INSTALLMENT DEED

For and in Consideration of the sum of NINE THOUSAND SIXTY TWO AND 32/100 ----------
----------($9,062.32)---------- Dollars,
of which THREE HUNDRED AND NO/100 ----------($300.00)---------- Dollars,
has been paid in cash by Lawrence E. Haywood
the receipt of which is hereby acknowledged, and for the remainder EIGHT THOUSAND SEVEN
HUNDRED SIXTY TWO AND 32/100 ----------($8,762.32)---------- Dollars,
the said Lawrence E. Haywood has assumed and agreed to pay $7,536.82, said amount being the remaining unpaid balance of a certain note which is secured by a deed of trust executed by Paul W. Johnson and wife, Eleanor E. Johnson, to T. I. Holman, Jr., Trustee, of record in Book 3953, page 78, Register's Office for Davidson County, Tennessee; and in further consideration has executed his one note of even date herewith in the principal amount of $1,225.50, payable to the order of Mack Estes and wife, Ada S. Estes in monthly installments as follows: On the 1st day of March, April and May, 1971 the sum of $25.00; on the 1st day of June, 1971, the sum of $325.00; and thereafter the sum of $25.00 on the 1st day of each succeeding month. Said payments to be applied first to payment of interest at the rate of 7½% per annum, on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of principal sum, until the entire amount, both principal and interest, has been paid in full, all in accordance with the terms and conditions as set out in said notes.

all of said notes bearing 7½ 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, Mack Estes and wife, Ada S. Estes

have this day bargained and sold, and do hereby transfer and convey unto the said Lawrence E. Haywood his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 148 on the Plan of Waters Place, on Maxey Lane, as of record in Book 332, pages 136 and 137, Register's Office for said County.

Said Lot No. 148 fronts 50 feet on the easterly side of Martha Street and runs back between parallel lines, 150 feet to an alley.

Being the same property conveyed to Mack Estes and wife, Ada S. Estes, by deed from William C. Smith and wife, Gloria Jean Bazar Smith, of record in Book 4422, page 652, Register's Office for Davidson County, Tennessee.

This is improved ( ) unimproved (XX) property, know as 2111 Martha Avenue (House Number) (Street) Nashville, Tennessee P. O. Address (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Lawrence E. Haywood 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 herein.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Lawrence E. Haywood his 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 me in hand paid, I, the said Lawrence E. Haywood

do hereby transfer and convey unto Jno. B. Cobb, Jr., 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 Lawrence E. Haywood 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 $ insurable 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.

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 Lawrence E. Haywood 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 Lawrence E. Haywood, his 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 Jno. B. Cobb, Jr., 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 Mack Estes and wife, Ada S. Estes and Lawrence E. Haywood hereunto set our hands at Nashville, Tennessee, this the 16th day of January 19 71

Mack Estes
Ada S. Estes
Lawrence E. Haywood

T
IDENTIF. REFERENCE
FEB 17 12 28 PM '71
FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

B04978

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Brenda Paulette Wall, a Notary Public in and for said County and State, the within named Mack Estes and wife, Ada S. Estes and Lawrence E. Haywood

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 16th day of January, 19 71

Brenda Paulette Wall, Notary Public.

Commission Expires 11-1-72

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, , a Notary Public of the State and

County aforesaid, personally appeared ,

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 .

, Notary Public.

Commission expires .

(over for additional acknowledgements)

| | | | | | |
|---|---|---|---|---|---|
| FEB 17 75 | CONV | *9,062.32 | | | |
| FEB 17 75 | S'TAX | | A* | 23.66 | |
| FEB 17 75 | PA'FEE | | A* | .50 | |
| FEB 17 75 | W'DEED | | A* | 6.00 | * 30.16 |

INSTALLMENT DEED

FROM
Mack Estes

Ada S. Estes
TO
Lawrence E. Haywood

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Lawrence E. Haywood (NAME) | First Federal Savings & Loan Assoc. (NAME) | MAP 72-11 |
| 2111 Martha Avenue (STREET ADDRESS OR ROUTE NUMBER) | Fourth and Union Streets (STREET ADDRESS) | Parcel 124 |
| Nashville, Tennessee (CITY) (STATE) (P O ZIP) | Nashville, Tennessee 37219 (CITY) (STATE) (ZIP) | |

THIS INSTRUMENT WAS PREPARED BY

This Instrument was prepared by
Jno. B. Cobb, Jr., Attorney at Law
Stahlman Building, Nashville, Tenn.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 9,062.32 Lawrence E. Haywood
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE Feb. 16th DAY OF Feb 19 75

Notary Public

MY COMMISSION EXPIRES: 11/30/77

(AFFIX SEAL)