INSTALLMENT DEED

For and in Consideration of the sum of Twenty Three Thousand Nine Hundred Twenty-Five and 69/100 ($23,925.69) ----------Dollars, of which Fifteen Hundred ($1500.00) ---------- Dollars, has been paid in cash by James W. Spratlin and wife, Jimmie Carol Carithers Spratlin/ the receipt of which is hereby acknowledged, and for the remainder Twenty Two Thousand Four Hundred Twenty-Five and 69/100 ($22,425.69) ----------Dollars, the said James W. Spratlin & wife, Jimmie Carol Carithers Spratlin have assumed and do hereby agree to pay, according to its terms, a balance of $20,925.69 owing on a first mortgage indebtedness secured by deed of trust dated October 18, 1968, executed by Lemuel T. Uldrick, Jr. & wife, Beatrice G. Uldrick, to Herschel Greer, Trustee, of record in Book _____, Page _____, Register's Office of Davidson County, Tennessee payable in monthly installments of $138.89, plus escrow payments which are presently in the sum of $43.08 per month but which is subject to change same being payable to Guaranty Mortgage Company of Nashville, and for the balance of $1500.00, the said James W. Spratlin and wife, Jimmie Carol Carithers Spratlin, have executed their one certain joint promissory note of even date herewith payable to the order of Grantors, in the principal sum of $1500.00, due on or before one year after date, said note bearing interest from date at the rate of eight and one-half percent (8-1/2%)per annum, but the makers reserve the right to pay any ~~all of said notes bearing the 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, Lemuel T. Uldrick, Jr. and wife, Beatrice G. Uldrick,

have this day bargained and sold, and do hereby transfer and convey unto the said James W. Spratlin & wife, Jimmie Carol Carithers Spratlin, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 207 on the Plan of Section II, Cherry Hills, as of record in Book 3700, Page 143, Register's Office for said County.

Said lot fronts 80 feet on the easterly side of Owendale Drive and runs back between parallel lines, 142 feet to a dead line.

Being the same property conveyed to Lemuel T. Uldrick, Jr. and wife, Beatrice G. Uldrick, by deed from Capitol Development Company, of record in Book 4282, Page 371, Register's Office for, for said County.

The escrow account at Guaranty Mortgage Company of Nashville is hereby transferred to grantees by grantors.

This conveyance is made subject to restrictions of record in Book 4178, Page 786, said Register's Office.

This is (unimproved / improved (X) property, know as 432 Owendale Drive, Antioch, Tennessee 37013
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

* portion of said principal and accrued interest to the time of such payment with interest to date of payment only.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James W. Spratlin and wife, Jimmie Carol Carithers Spratlin, their 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 aforesaid. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said grantees, 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 James W. Spratlin and wife, Jimmie Carol Carithers Spratlin, do hereby transfer and convey unto Theodore R. Uldrick, 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 James W. Spratlin & wife, Jimmie Carol Carithers Spratlin, 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.

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 James W. Spratlin & wife, Jimmie Carol Carithers Spratlin, 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 James W. Spratlin & wife, Jimme Carol Carithers Spratlin, their 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 Theodore R. Uldrick, 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 Lemuel T. Uldrick, Jr. & wife, Beatrice G. Uldrick and James W. Spratlin & wife, Jimmie Carol Carithers Spratlin hereunto set our hands at Nashville, Tennessee, this the 20th day of November 19 70

Lemuel T Uldrick, Jr.

Beatrice G Uldrick

James W Spratlin

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Carolyn H. Brock, a Notary Public in and for said County and State, the within named Lemuel T. Uldrick, Jr. & wife, Beatrice G. Uldrick, and James W. Spratlin,

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 20th day of November, 1970

Carolyn H Brock
Notary Public at large for the State of Tenn.

Commission Expires June 23, 1973

CAROLYN H. BROCK NOTARY PUBLIC STATE AT LARGE TENNESSEE

STATE OF Tennessee
Davidson County.

Personally appeared before me, ---, a Notary Public in and for said County and State, the within named Jimmie Carol Carithers Spratlin,

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

day of ---, 19 70

---, Notary Public.

Commission Expires ---

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BOOK 4483 PAGE 4

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)

MAR 17 CONV 23,925.69
TAX-1 S'TAX A* 62.14
CNV-1 PR'TEE A* .50
CNV-1 W'DEED A* 6.00 * 68.64

INSTALLMENT DEED

FROM LEMUEL T. ULDRICK, JR., ET UX

TO JAMES W. SPRATLIN, ET UX

Attorneys Title Company
Tides Guaranteed
NASHVILLE, TENN.

B 0 6 2 5 0

IDENTIF. REFERENCE

MAR 1 3 13 PM '71

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James W. Spratlin, et ux (NAME)	Same (NAME)	2D-39227
432 Owendale Drive (STREET ADDRESS OR ROUTE NUMBER)	Same (STREET ADDRESS)	
Antioch, Tennessee 37013 (CITY) (STATE) (P. O. ZIP)	Same (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Richard Marshall,
Attorney at Law

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$23,925.69 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20th DAY OF November 19 70

Notary Public
at large for the State of Tenn.

MY COMMISSION EXPIRES: June 23, 1973

(AFFIX SEAL)