BOOK 4485 PAGE 875

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

Robert L. Freeman and

Hazle T. Allison, et al, Co-Trustees

TO

James T. Barker et ux

Virginia M. Barker

For draftsman's use

Mail

This Instrument was prepared by

John W. Doak, Attorney

2525 Lebanon Road

Nashville, Tennessee 37214

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James T. Barker et ux	Same	Map 85-5
(NAME)	(NAME)	Par. 140
1017 Maxwell Ave.		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee		
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE T

MAR 15 8 20 AM '71

FEE REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 3,000.00

James T Barker
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF March 1971.

John W Doak
Notary Public

MY COMMISSION EXPIRES: Oct. 20, 1972

(AFFIX SEAL)

B07536

FOR AND IN CONSIDERATION OF the sum of Three Thousand Five Hundred and no/100

DOLLARS

of which $ 500.00 **has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees** have executed their Installment Deed Note of even date payable to the order of Hazle T. Freeman in Ninety-six (96) successive monthly installments beginning on the 1st day of March, 1971; the first Ninety-five (95) of which payments shall be Ninety One Dollars and Eighty Cents ($91.80) each including principal and interest at the rate of eight and one half percent 8 1/2% per annum on the unpaid balances and a final payment (being the Ninety-sixth successive payment) of the remaining principal balance.

RECORDER'S MEMO
Legibility of Writing, Typing or Printing Unsatisfactory in this Document when received.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

Robert L. Freeman and Hazle T. Allison, et al - Co-Trustees under will of Allie

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

James T. Barker et ux Virginia M. Barker

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lots Nos. 19 and 19 of Block 1, and a strip immediately South of said two lots on the plan of Eastwood Addition, as of record in Book 352, Page 33, Register's Office for Davidson County, Tennessee.

BEGINNING on the northerly margin of Maxwell Avenue as now located, at an iron pin 10.3 feet South of the Southeast corner of lot No. 20; thence with said Avenue, Eastwardly 52.4 feet to an iron pin at the corner of stone pier; thence Northeastwardly 247 feet to an iron pin at fence corner in the southerly margin of an alley; thence with said alley, Westwardly 62 feet to the corner of lots Nos. 19 and 20; thence with the line between said two lots, Southwardly 211 feet, crossing in a Southerly direction 10.3 feet, in all 227.3 feet to the beginning.

BEING property devised to Robert L. Freeman and Hazle T. Allison, et al, Co-Trustees, under the will of William Harvey Freeman, deceased

unimproved ( )
This is improved ( ) property, known as 1017 Maxwell Avenue - Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said property, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever; and we covenant with said grantees that we are lawfully seized 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 the 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 same 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 paid by the said grantees herein, the said grantors herein do hereby transfer and convey unto Guilt C. Cobb, Trustee Trustee, his successor and assigns, the following described property, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, viz:

And the said grantors do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company for at least the sum of $ insurable amount 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 interest may appear; and further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments that may be levied thereon when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured thereby, the same to bear interest from the date of each payment. Now, if we, the said grantors, shall pay the notes aforesaid when due, according to their tenor, 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 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 the 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, or 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, after 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 conveyance. 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 collect the rents therefor, but not 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 connection with or for prosecuting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement thereof, and also the expenses of any such litigation.
2nd. To the payment of all taxes and assessments paid on said premises.
3rd. To the payment of all unpaid note 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 the grantors herein, their heirs, 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 notes, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 12th day of February 19 71.

Robert L. Freeman - Co-Trustee — James T. Barker

Hamie T. Willoughby - Co-Trustee — Virginia M. Baker

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named James T. Barker et ux, Virginia M. Barker, Robert L. Freeman and Hamie T. Willoughby - Co-Trustees under the will of William Harvey Freeman, deceased, 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, Davidson County Tennessee, this 12th day of February, 19 71.

Notary Public

Commission expires October 9, 1972.

RECORDER'S MEMO
Legibility of Writing, Typing or Printing In This Document Unsatisfactory When Received.

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 who, upon oath, acknowledged himself 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 himself as .

CONV	*9,500.00		
MORT'G	*9,000.00		
MORT'G TAX	A*	24.70	
MORT'G TAX	A*	7.00	
MORT'G PR'FEE	A*	.50	
PROCEED	A*	3.00	* 35.20

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

, Notary Public.

Commission expires