INSTALLMENT DEED

BOOK 4495 PAGE 900

For and in Consideration of the sum of SEVEN-THOUSAND, EIGHT-HUNDRED AND NO/100 ($7,800.00)----------Dollars, of which SIX-HUNDRED AND NO/100 ($600.00)----------Dollars, has been paid in cash by James R. Jennings and wife, Alice G. Jennings the receipt of which is hereby acknowledged, and for the remainder SEVEN-THOUSAND, TWO HUNDRED AND NO/100 ($7,200.00)----------Dollars, the said James R. Jennings and wife, Alice G. Jennings have this day executed their one promissory note payable to the order of Leonard M. Bennett and wife, Agnes H. Bennett, in the principal sum of $7,200.00, payable in consecutive monthly installments of $50.00 each at no interest. The first installment payment shall become due and payable on or before May 15, 1971, and thereafter, said consecutive monthly installments shall continue as aforesaid until fully paid.

One Hundred Forty-Four (144) consecutive monthly installments of $50.00 each will satisfy the above $7,200.00 non-interest bearing note.

all of said notes bearing no 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, Leonard M. Bennett and wife, Agnes H. Bennett

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have this day bargained and sold, and do hereby transfer and convey unto the said James R. Jennings and wife, Alice G. Jennings their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 192 in the Edgefield Land Company's First Subdivision, as of record in Book 57, Page 150, Register's Office for said County.

Said Lot No. 192 fronts 50 feet on the northerly side of Long Avenue and runs back between parallel lines 150 feet to an alley.

Being the same property conveyed to Leonard M. Bennett and wife, Agnes H. Bennett, by deed from Pearl May Partee, Ralph Eugene Partee, and Robert Rudolphus Partee, of record in Book 3185, Page 451, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, know as 1517 Long 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 James R. Jennings and wife, Alice G. Jennings 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.

We further covenant and bind ourself and our heirs and representatives, to warrant and forever defend the title to said real estate to said James R. Jennings and wife, Alice G. Jennings 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 R. Jennings and wife, Alice G. Jennings

do hereby transfer and convey unto Tom G. Coleman, 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.

We, the said James R. Jennings and wife, Alice G. Jennings

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 interest 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 R. Jennings and wife, Alice G. Jennings 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 borrowers 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 Tom G. Coleman, 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 Leonard M. Bennett and wife, Agnes H. Bennett and James R. Jennings and wife, Alice G. Jennings hereunto set our hands at Nashville, Tennessee, this the 15th day of April, 1971

James R. Jennings by Alice G. Jennings
Alice G. Jennings
Agnes H. Bennett
Leonard M. Bennett

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Jim Stevens, a Notary Public in and for said County and State, the within named Leonard M. Bennett and wife, Agnes H. Bennett

the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the witnin instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 15th day of April, 1971

Jim Stevens, Notary Public.

Commission Expires My Commission Expires Nov. 20, 1972

STATE OF TENNESSEE
DAVIDSON County.

Personally appeared before me, Jim Stevens, a Notary Public in and for said County and State, the within named James R. Jennings and wife, Alice G. Jennings

the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument by making his mark for the purposes therein contained.

Witness my hand and official seal at Nashville this 15th day of April, 1971

Jim Stevens, Notary Public.

Commission Expires My Commission Expires Nov. 20, 1972

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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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)

APR23'71	CONV	*7,800.00			
APR23'71	MORT'G	*7,200.00			
APR23'71	S'TAX		A*	20.28	
APR23'71	S'TAX		A*	5.20	
APR23'71	PR'FEE		A*	.50	
APR23'71	W'DEED		A*	6.00	* 31.98

INSTALLMENT DEED

FROM Leonard M. Bennett, etux

TO James R. Jennings, etux

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

B I 2 0 8 0

IDENTIF. REFERENCE

APR 23 9 19 AM '71

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

TOOLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James R. Jennings, etux (NAME)	New Owner (NAME)	Map 94-1
1517 Long Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 379
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	23W-02090

THIS INSTRUMENT WAS PREPARED BY

TOM G. COLEMAN, JR.
Attorney at Law
1720 Parkway Towers
Nashville, Tennessee 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 7800.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF April 19 71

Notary Public

MY COMMISSION EXPIRES: My Commission Expires Nov. 20, 1972

(AFFIX SEAL)