This instrument was prepared by: Andrew D. Tanner, Attorney
507 American Trust Building
Nashville, Tennessee 37219

Installment Deed

Tenn Title Co. G-220259

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Nathan E. Davis	Same	8D - 29030
(NAME:) Route #2, River Road,	BOOK 4502 PAGE 508	Map 101
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn. 37209	(STREET ADDRESS)	Par. 21
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of EIGHTEEN THOUSAND FOUR HUNDRED and no/100 --------- ($18,400.00) ---------- *Dollars,*

of which FOUR THOUSAND FIVE HUNDRED SIXTY-ONE and 18/100 ($4,561.18) - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder THIRTEEN THOUSAND EIGHT HUNDRED THIRTY-EIGHT and 82/100 -($13,838.82) - - - - - - - - - *Dollars,*

Nathan E. Davis, a single person, *has* assumed and agreed to pay the balance owing on a Vendor's Lien retained in the deed from Mrs. C. R. Quarles to Robert F. Hedgepath and wife, as of record in Book 4364, page 652, to secure a note dated September 13, 1969, for $11,000.00, payable $98.88 monthly, beginning October 15, 1969; AND Nathan E. Davis has executed his promissory note of even date herewith in the amount of FOUR THOUSAND ($4,000.00) DOLLARS, payable to Jesse May and wife, Addie Lee May, and payable at the rate of $50.03 per month, beginning June 15, 1971, and on the 15th day of each succeeding month thereafter until principal and interest has been paid. Interest at the rate of seven (7%) percent per annum has been computed and is included in each monthly payment,

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, Jesse May and wife, Addie Lee May,

have this day bargained and sold, and do hereby transfer and convey unto the said

Nathan E. Davis, a single person,

his *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Land in the 8th, formerly 12th, Civil District, being part of the north part of a tract of 36.09 acres on the south side of Cumberland River, and west of Overall Creek, and known as Lot No. 4 on a Plot Plan of the Leland J. Dugger property, not of record, prepared by Geo. E. Reese, dated July 29, 1954, and described as follows:

BEGINNING at a point on the northerly margin of a 40-foot roadway, the common corner of Lots 3 and 4; thence with the margin of said roadway, south 73-1/2° east 100 feet to the corner of Lot 5; thence with the line between Lots 4 and 5, northerly 248.92 feet to the low-water mark of Cumberland River; thence with low-water mark of said River, approximately north 65° west to the corner of Lot 3; thence with the line between Lots 3 and 4, southerly 270.25 feet, more or less, to the beginning.

Being the same property conveyed to Jesse May and wife, Addie Lee May, by deed from Robert F. Hedgepath and wife, as of record in Book 4426, page 656, said Register's Office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 18,400.00

Affiant

Subscribed and sworn to before me, this the 14th day of May, 19 71

Notary Public

My commission expires: My Commission Expires Oct. 31, 1971

(Affix Seal)

NOTE: This conveyance is made subject to:

(1) Twenty foot easement for power lines conveyed to City of Nashville, acting by and through Electric Power Board, as of record in Book 2397, page 63.

(2) Easement granted United States of America by Nan Bridgewater Dugger and husband, of record in Book 2147, page 151, for the flow of Cumberland River, in connection with the Cheatham Lock & Dam Project, being Tract I-912-E.

(3) Agreement and rights of others in and to the joint use of a 40-foot roadway as set out in the deed shown in Book 2337, page 255, and in Book 2296, page 419, both recorded in the Register's Office.

(4) Restrictive covenants contained in the deed of record in Book 2337, page 255, and in Book 2296, page 419, both recorded in Register's Office, and are the same as follows:
"It is understood and agreed that the land hereby conveyed is subject to the following restrictions, which shall be covenants running with the land and binding on the grantee, his successors and assigns, for a period of thirty years from date hereof.
"Said land shall be used for residential purposes, and not for any commercial or business purposes of any kind, and no more than one residence, duplex or camp house shall be built on any one lot."

This is unimproved ( ) improved (X) property, known as Route #2, River Road, Nashville, Tennessee
(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 Nathan E. Davis, a single person, his *(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.*, except for vendor's lien retained in deed of record in Book 4364, page 652, said Register's Office, assumed by Grantee.

We *further covenant and bind* ourselves/our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Nathan E. Davis, a single person, his *(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 Nathan E. Davis *hereinafter referred to as trustors, hereby transfer and convey unto* F. E. Kent, *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 $....., or 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 11th *day of* May, *19* 71

Jesse May
Jesse May

Addie Lee May
Addie Lee May

Nathan E. Davis
Nathan E. Davis

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Jesse May and wife, Addie Lee May, AND Nathan E. Davis,

the within named bargainorS..., 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* 11th *day of* May, *19* 71

Ina N. Kent
Notary Public

Commission expires My Commission Expires Oct. 31, 1971

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF.....

COUNTY OF.....

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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 corporation by .....self as.....

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

.....*Notary Public*

Commission expires.....

MAY 18	CONV	18,400.00				
MAY 18	MORT'G	*4,000.00				
MAY 18	S'TAX		A*	47.84		
MAY 18	S'TAX		A*	2.00		
MAY 18	PR'FEE		A*	.50		
MAY 18	W'DEED		A*	6.00	*	56.34

Mail to: Nixon-Kent Company, 2535 Franklin Road, Nashville, Tennessee 37204

INSTALLMENT DEED

FROM

JESSE MAY, et ux

TO

NATHAN E. DAVIS

B 15076

IDENTIF. REFERENCE

MAY 18 8 52 AM '71

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE