INSTALLMENT DEED

For and in Consideration of the sum of Five Thousand Three Hundred Fifty Six Dollars and Eighty-one Cents ($5,356.81) Dollars, of which Ten Dollars Cash Dollars, has been paid in cash by Nathan Martin Proctor and wife, Patricia Ann Proctor, the receipt of which is hereby acknowledged, and for the remainder Five Thousand Three Hundred Forty-six Dollars and Eighty-one Cents ($5,356.81) Dollars, the said Nathan Martin Proctor and wife, Patricia Ann Proctor, have assumed the balance of Three Thousand Three Hundred Fifty-Six Dollars and Eight-one Cents, principal balance on a note to Third National Bank of Nashville, Tennessee, dated December, 1965, payable in monthly instalments. Said notes secured by Deed of Trust from Nathan Martin Proctor, Sr., and wife, Willie B. Proctor Burgess, as of record in Book 3965, page 492, RODC, Tennessee, and the remaining balance of One Thousand Nine Hundred Ninety Dollars($1,990.00), evidenced by a Promissory Note executed this date payable to Willie B. Proctor Burgess, on or before July 1, 1973, in the sum of One Thousand Nine Hundred Ninety Dollars ($1,990.00), without interest.

~~xid of~~ said note~~x bearing six per cent interest from date,~~ and providing for payment of attorney's fees, and to secure the payment of said note~~x, principal and interest~~, and attorney fees, a lien is expressly retained on the land herein conveyed, Willie B. Proctor Burgess, a widow,

have this day bargained and sold, and do hereby transfer and convey unto the said Nathan Martin Proctor and wife, Patricia Ann Proctor, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the southerly 150 fee of Lot No. 14 on the Plan of United Electric Railway's Addition to East Nashville, as of record in Book 161, page 8, Register's Office for said County.

Said part of Lot No. 14 fronts 50 feet on the northerly side of East Side, formerly Ashworth Avenue, and runs back between parallel lines with the westerly margin of South 20th Street, 150 feet to a dead line.

Being the same property conveyed to Martin Proctor and wife, Willie B. Proctor, by Installment Deed from R. O. Mallernee and wife, Julia L. Mallernee, as of record in Book 2339, page 94, RODC, Tennessee.

JUN 23	CONV	$5,356.81			
JUN 23	STAX		A	14.04	
JUN 23	RFEE		A	.50	
JUN 23	REGFEE		A	6.00	20.54

This is unimproved ( ) improved (X) property, know as 1915 (House Number) East Side (Street) P. O. Address: Nashville, Tennessee (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 Nathan Martin Proctor and wife, Patricia Ann Proctor heirs and assigns forever. I covenant that I am 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 Installment Deed described above.

I further covenant and bind myself, and my heirs and representatives, to warrant and forever defend the title to said real estate to said Nathan Martin Proctor and wife, Patricia Ann Proctor, 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 me in hand paid, I, the said Willie Bu Proctor Burgess

do hereby transfer and convey unto Karl L. Bishop, 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 Nathan Martin Proctor and wife, Patricia Ann Proctor,

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 $5,000.00 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 Nathan Martin Proctor and wife, Patricia Ann Proctor 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 Nathan Martin Proctor and wife, Patricia Ann Proctor 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 Karl L. Bishop, 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 Willie B. Proctor Burgess, a widow

and

my
hereunto set ~~our~~ hands at Nashville, Tennessee, this the 23rd day of June 19 71

Willie B Proctor Burgess

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Thomas B Rowan Jr, a Notary Public in and for said County and State, the within named Willie B. Proctor Burgess

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 23 day of June, 19 71

Thomas B Rowan Jr Notary Public.

Commission Expires My Commission Expires Nov. 19, 1974
8-19-74

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, ...

County aforesaid, personally appeared ....., a Notary Public of the State and

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....

Commission expires ....., Notary Public.

(over for additional acknowledgements)

INSTALLMENT DEED

FROM

WILLIE B. PROCTOR BURGESS,

a widow

TO

NATHAN MARTIN PROCTOR AND

WIFE, PATRICIA ANN PROCTOR

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

B 20168

IDENTIF. REFERENCE

JUN 23 2 49 PM '71

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Nathan M. Proctor, et ux (NAME)	Nathan M. Proctor, et ux (NAME)	Map 94-2 71
1915 East Side Avenue (STREET ADDRESS OR ROUTE NUMBER)	1915 East Side Avenue (STREET ADDRESS)	Parcel 171
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Karl L. Bishop
Attorney at Law
327 Union Street
Nashville, Tennessee 37219

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 5,356.81 Nathan Martin Proctor
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 23 DAY OF June 19 71

Notary Public

MY COMMISSION EXPIRES:

(AFFIX SEAL)