MAIL TO RANDALL FORIEST 4709 ELKINS AVE NASHVILLE, TENN 37209

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INSTALLMENT DEED Prepared by Paul G. Blankenship, Atty. 3311 Gallatin Rd. Nashville, Tenn.

For and in Consideration of the sum of ($6,750.00)

Six Thousand Seven Hundred Fifty and - - - - - - - - - - - - - - - - 00/100 Dollars,

of which None Dollars,

has been paid in cash by James Randall Foriest and wife, Rebecca Ann Foriest

the receipt of which is hereby acknowledged, and for the remainder of $6,750.00

Six Thousand Seven Hundred Fifty and - - - - - - - - - - - - - - - - 00/100 Dollars,

the said James Randall Foriest and wife, Rebecca Ann Foriest have

executed an Installment Deed Note of even date herewith in the principal sum of Six Thousand Seven Hundred Fifty and 00/100 ($6,750.00) Dollars and payable to A. Kirk Robinson and wife, Addie S. Robinson in monthly installments as follows: On the 1st day of September, 1971 the amount of $69.99 and a like amount on the first day of each succeeding month until all principal and interest are paid in full. The principal amount shall bear interest at the rate of 6% per annum and said note shall be of 132 months duration. Said installments of $69.99 include interest at the rate of 6%.

Each such installment shall be applied first to interest on the then unpaid balance and any remainder thereof to principal. All unpaid installments of principal and interest shall bear interest after maturity or due date or after default at 6% per annum until paid.

all of said notes bearing six 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, [redacted]

we, A. Kirk Robinson and wife, Addie S. Robinson

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

James Randall Foriest and wife, Rebecca Ann Foriest their heirs and assigns,

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

Land in Davidson County, Tennessee, being Lot No. 80 on the plan of the subdivision of the Lindsley 29 acre tract, as of record in Book 57, page 66, Register's Office for said County.

Said Lot No. 80 fronts 50 feet on the southerly side of Gartland Avenue and runs back between parallel lines 150 feet to an alley.

Being the same property conveyed to A. Kirk Robinson and wife, Addie S. Robinson by deed from Jessie Turner, unmarried, as of record in Book 1368, Page 274, Register's Office for Davidson County, Tennessee

SEP-3[illegible]	CONV	*6,750.00			
SEP-3[illegible]	MORT'G	*6,750.00			
SEP-3[illegible]	S'TAX		A*	17.42	
SEP-3[illegible]	S'TAX		A*	4.70	
SEP-3[illegible]	PR'FEE		A*	.50	
SEP-3[illegible]	W'DEED		A*	8.00	* 30.62

This is unimproved ( ) improved (X) property, know as 1416 Gartland Avenue Nashville, Tennessee
(House Number) (Street) 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 Randall Foriest and wife, Rebecca Ann Foriest, 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 our heirs and representatives, to warrant and forever defend the title to said real estate to said James Randall Foriest and wife, Rebecca Ann Foriest, 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 Randall Foriest and wife, Rebecca Ann Foriest

do hereby transfer and convey unto George Haynes, 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 Randall Foriest and wife, Rebecca Ann Foriest

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 $ 6,000.00 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 James Randall Foriest and wife, Rebecca Ann Foriest 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 Randall Foriest and wife, Rebecca Ann Foriest 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 George Haynes, 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 A. Kirk Robinson and wife, Addie S. Robinson and James Randall Foriest and wife, Rebecca Ann Foriest hereunto set our hands at Nashville, Tennessee, this the 31st day of August 1971

A. Kirk Robinson
Addie S. Robinson
James Randall Foriest
Rebecca Ann Foriest

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Paul G. Blankenship, a Notary Public in and for said County and State, the within named A. Kirk Robinson and wife, Addie S. Robinson and James Randall Foriest and wife, Rebecca Ann Foriest

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 31st day of August, 1971

Paul G. Blankenship, Notary Public.

Commission Expires October 28, 1972

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 }

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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)

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

B 29455

IDENTIF. REFERENCE

SEP 3 3 05 PH '71

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James Randall Foriest Et Ux	James Randall Foriest Et Ux	83-9
(NAME) 4709 ELKINS AVE. ~~1416 Cortland Avenue~~	(NAME) 4709 ELKINS AVE. ~~1416 Cortland Avenue~~	Parcel ~~XXX~~ 341
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37209	Nashville, Tennessee 37209	
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Paul G. Blankenship Atty.
3311 Gallatin Road
Nashville, Tennessee 37216

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 6,750.00 R. M. Coggin
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31st DAY OF AUGUST, 1971

Paul G. Blankenship
Notary Public

MY COMMISSION EXPIRES: Oct 28 1972

(AFFIX SEAL)