Prepared by: Jake Kimbrough
3rd Nat'l Bank Bldg. Nash. Tenn.

FORM 1003 INSTALLMENT DEED BOOK 4538 PAGE 962

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mrs. Mary A. Barbour (NAME)	Lovell & Malone, Inc. (NAME)	11D 44990
333 Hillcrest Drive (STREET ADDRESS OR ROUTE NUMBER)	P. O. Box 2663 (STREET ADDRESS)	M52-2
Nashville, Tenn. 37155 (CITY) (P. O. ZONE) (STATE)	Nashville, Tenn. 37219 (CITY) (ZONE) (STATE)	P250

FOR AND IN CONSIDERATION OF the sum of Seventeen Thousand Five Hundred Dollars ($17,500.00) DOLLARS

of which $ $6,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees

1. Assumed and agreed to pay the unpaid balance, the original amount of $12,500, now reduced by payment to an unpaid principal balance of $10,418.40 payable to the order of Lovell & Malone, Inc. in monthly payments of $100.00 including principal and interest at 5 3/4% per annum and secured by a Deed of Trust to James E. Malone, Trustee, of record in Book 3687, page 283, Register's Office for Davidson County, Tennessee;

2. Has executed and delivered her promissory note in the amount of $1081.60, payable with interest at 8% per annum to the order of Grantors in 8 monthly installments, the first seven of which in the amount of $150 and the last is the balance thereof - the first installment due on September 1, 1971, and each remaining installment on a like date monthly thereafter,

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,

we, George L. and Ramona P. Lewis

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Mrs. Mary A. Barbour

herein called grantee~~s~~ her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 13-A on the unrecorded map of Rainbow Terrace, Section IV, described according to a copy of a survey made in December, 1952, as follows:

BEGINNING at a concrete monument in the easterly margin of Hillcrest Drive opposite a turn into Cheryl Avenue; thence along the margin of Hillcrest Drive, southerly 84.1 feet to a point; thence easterly 365 feet, more or less, to a point; thence northerly 98.4 feet to the south margin of Cheryl Avenue; thence with the margin of said Avenue westerly 344.9 feet to a concrete monument at the beginning of a curve; thence around said curve southwesterly 40 feet to the point of beginning.

BEING the same property conveyed to GEORGE L. LEWIS AND WIFE, RAMONA P. LEWIS, by deed from HAROLD DENTON HUTCHISON AND WIFE, BETTY RUTH HUTCHISON as of record in Book 4203, page 861, said Register's Office.

The above described property is conveyed subject to restrictions filed for record March 24, 1953, in Book 2139, page 472, Register's Office for said County.

Grantors interest in all escrow funds is hereby transfered to grantee.

This is unimproved ( ) improved (X) property, known as 333 (House Number) Hillcrest Drive (Street), Nashville (P. O. Address: City or Town), Tennessee (Postal Zone) 37155

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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, except by instruments of record and as set forth above.

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 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 grantees herein do hereby transfer and convey unto R. David Ludwick 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 grantees 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 ~~$~~ the insurable value 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. 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 grantees, 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 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 the grantees 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 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 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 30th day of August 19 71.

Ramona P. Lewis — Mary A. Barbour

George L. Lewis

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, R. David Ludwick, a Norary Public in and for said county & state, the within named Mary A. Barbour the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purpose therein contained.

Witness my hand and seal at Nashville, Tennessee this 30th day of August, 1971. Commission expires 1-24-73 — Robert David Ludwick Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, R. David Ludwick, a Notary Public in and for said County and State, the within named Ramona P. Lewis 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, Tenn. this 30th day of August, 1971

Commission Expires 1-24-73 Robert David Ludwick Notary Public.

STATE OF Michigan
COUNTY OF Calhoun

SEP22 CONV
SEP22 STAX
SEP22 PRTFEE
SEP22 WHEED

17,500.00
A* 45.50
A* .50
4.00
50.00

Personally appeared before me, George L. Wheeis, a Notary Public and for said County and State, the within named George L. Lewis the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Battle Creek, Mich. this 9th day of September, 1971

Commission Expires December 16, 1973 Vivian E. Rice Notary Public.

Vivian E. Rice

I certify that the actual consideration for this transfer is Seventeen Thousand, Five Hundred Dollars ($17,500)

Sworn to before me this 23rd day of Sept. 1971.

Nancy Edwards
Notary Public

R. David Ludwick

Commission Expires 2/1/75

INSTALLMENT DEED

FROM
GEORGE L. LEWIS, ET UX

TO
MRS. MARY A. BARBOUR

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

B 3 1 4 7 3

IDENTIF. REFERENCE

SEP 22 12 27 PM '71

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

RUSH