Address of New Owner to whom Tax Bills are to be sent:

Letha B. Rowley
1230 Otter Creek Road
Nashville, Tennessee

This Instrument Prepared by:
Seymour Samuels, Jr.
Third National Bank Building
Nashville, Tennessee

Map Parcel Numbers:

Map. 145
Par. 38
HW

BOOK 4540 PAGE 626

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of Twenty Five Thousand Five Hundred and No/100 ($25,500.00) Dollars of which Five Thousand and No/100 ($5,000) Dollars has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder, Twenty Thousand Five Hundred and No/100 ($20,500) Dollars Letha B. Rowley has executed a promissory note dated August 15, 1971 payable to the order of Homer B. Anderson and Edna B. Anderson in 300 monthly installments, the first of which, in the amount of $151.50, is due and payable on September 15, 1971 and thereafter one installment of $151.50 shall be due on the 15th day of each succeeding month until each and every installment has been paid in full, each installment of the said note includes interest on the unpaid balance and the note provides for the payment of interest after maturity at the rate of 10% per annum and provides 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; Homer B. Anderson and wife Edna B. Anderson have this day bargained and sold, and do hereby transfer and convey unto the said Letha B. Rowley, her heirs and assigns, certain real estate in Davidson County, Tennessee as follows:

A certain tract of land situated at 1230 Otter Creek Road in the City of Forrest Hills in the Second Civil District of The Metropolitan Government of Nashville and Davidson County, and designated as Tract 5-a on the plat surveyed by Paul Fruzzetti, recorded in Book 4060, Page 165, Register's Office of Davidson County, Tennessee, to which reference is hereby made and more particularly described as follows:

Beginning at a point in the centerline of Otter Creek Road; the same being 1053 feet (plus or minus) westerly of the Granny White Pike centerline, thence N 11° - 30' E; 683.33 feet to a monument, thence N82° - 30' W; 249.00 feet to a monument; said monuments being 4 x 4 treated cedar posts, thence S 11° - 30' W; 387.45 feet to an iron pin, thence S85° - 15' E; 30.08 feet, thence S 54° - 31' E; 77.71 feet, thence S 85° - 15' E; 98.20 feet to an iron pin, thence S 11° - 30' W; 260.00 feet to a point in the centerline of Otter Creek Road, thence along said centerline; S 85° - 15' E; 50.00 feet to the point of beginning. Above described tract containing 2.85 acres more or less.

Being a part of the same property conveyed by Charles F. Federspiel and wife, Jo Ann D. Federspiel, by deed dated June 17, 1964, and recorded in Book 3768, Page 549, Register's Office of Davidson County, Tennessee.

The said Grantors and Letha B. Rowley, by joining in this deed, hereby grant to Homer B. Anderson, his heirs and assigns the unrestricted and perpetual right to use the southeasterly 50ft x 260ft portion of the said land which lies along the easterly boundary of Tract 5a, fronts 50ft on Otter Creek Road and extends northerly between parallel lines (one of which is the easterly boundary of said land) 260 feet; the said Homer B. Anderson, his heirs and assigns shall have the unrestricted right to use the said 50ft x 260ft strip of land for access to and from Otter Creek Road and the adjoining land owned by Homer B. Anderson, designated Tract 5b on said plat, and as a driveway and lawn in connection with said Tract 5 b; and we warrant that no structure, fence or other obstruction shall be erected or placed on such 50' x 260' strip of land.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest therto belonging, to the said Letha B. Rowley, her 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 an easements provided herein. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Letha B. Rowley, her 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 Letha B. Rowley, an unmarried person, hereinafter referred to as trustor, hereby transfer and convey unto Seymour Samuels, Jr., Trustee, his successors and

I hereby swear or affirm that the actual consideration or fair value for this transfer, whichever is greater, is $26,500.00 Affiant Seymour Samuels Jr.
Subscribed and sworn to before me this 28th day of Sept 1971
Deputy Register J. Head

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 $ 16,000.00 , 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.

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 Registers 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.

Witness our hands this 7th day of September, 1971, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Lethia B. Rowley Homer B. Anderson

Edna S. Anderson

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Doris Culver a Notary Public in and for said County and State, Homer B. Anderson the within named 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 Nashville, Tennessee, this 7th day of September, 1971.

Doris Culver
Notary Public

My Commission Expires May 9, 1973

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Mrs Betty Lincoln a Notary Public in and for said County and State, Edna B. Anderson the within named 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 21st day of September, 1971.

Mrs Betty Lincoln Notary Public

BETTY LINCOLN NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Dorothy E. Owen a Notary Public in and for said County and State, Letha B. Rowley the within named 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 28th day of September, 1971.

My Commission Expires February 14, 1973

Dorothy E. Owen Notary Public

DOROTHY E. OWEN NOTARY PUBLIC DAVIDSON COUNTY, TENN.

B 32293

IDENTIF. REFERENCE

SEP 28 3 55 PM '71

FELIX A. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

SEP 28	CONV	25,500.00			
SEP 28	MORT'G	20,500.00			
SEP 28	S'TAX		A*	66.30	
SEP 28	S'TAX		A*	18.50	
SEP 28	PR'FEE		A*	.50	
SEP 28	W'DEED		A*	12.00	* 97.30