This instrument preapred by: Attn. Kent Sandidge, III, 1822 Parkway Towers, Nashville, Tenn.37219

Address New Owner(s) as Follows:
Marvin E. Baker & Carrie H. Baker
815 Ewing Avenue
Nashville, Tennessee 37203

Send Tax Bills to:
Marvin E. Baker & wife, Carrie H. Baker
815 Ewing Avenue
Nashville, Tennessee 37203

Map-Parcel Numbers
13W-11895
Map 93-14
Par 335

Mail to
McMurray Co
1106 Baker Bldg
City

Installment Deed

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FOR AND IN CONSIDERATION of the sum of Twenty-Nine Thousand and no/100---------- ($29,000.00)---------- *Dollars,*

of which Eight Thousand and no/100---------- ($8,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twenty-One Thousand and no/100---------- *Dollars,*

Marvin E. Baker and wife, Carrie H. Baker

have executed

a promissory note of even date, in the amount of $21,000.00 payable to Price H. Duff and Howard F. George, together with 6% interest per annum, the monthly payments of said note being $252.13, payable on the 24th day of each month beginning on December 24, 1971, and the last payment due November 24, 1980.

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, Price H. Duff and Howard F. George

have this day bargained and sold, and do hereby transfer and convey unto the said Marvin E. Baker and wife, Carrie H. Baker, their ---------- *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows: Land in Davidson County, Tennessee; being parts of Lots Nos. 80, 81, 82, 83, 87, 89, 90, 91, and 92; being all of Lot No. 88 and being part of Allison Street, as shown on the Map of Ewing and Wetmore's Addition, of record in Book 14, pages 202 and 203; Register's Office for said County and described in part according to a survey by James A. Hamilton, Jr., dated August 17, 1963, as follows:

Beginning at a point on the westerly margin of Ewing Avenue, said point being the southeast corner of Lot No. 91, as shown on the plan above cited; thence with the westerly margin of Ewing Avenue northwardly 215.5 feet, more or less to the southerly right-of-way of a railroad spur track; thence westwardly with the southerly right-of-way of said spur track and with a curve to the right 265 feet, more or less, to the point of intersection of the southerly right-of-way of said spur track and the northeasterly right-of-way of line of the former N. C. & St. L. Railroad; thence with the said northeasterly right-of-way of the former N. C. & St. L. Railroad southeastwardly 323 feet, more or less, to a point on the northerly margin of an alley, said point being in the southerly line of Lot No. 91 of the above cited plan; thence eastwardly with the northerly margin of said alley 21 feet, more or less to the point of beginning.

This property is part of the property conveyed to Price H. Duff and Howard F. George by Warranty Deed in Book 4242, page 821, Register's Office of Davidson County.

This conveyance is made subject to reservation in deed from The Nashville, Chattanooga & St. Louis Railway to Ted Beckwith, of record in book 2147, page 567, Register's Office for Davidson County, Tennessee, and an easement and rights with reference to spur tracks on or across premises, easements located within Allison Street and alley, No. 195, retained by City of Nashville in

Ordinances Nos. 54-386 and 387, and an easement for an alley lying west of lots Nos. 88 and 89 and east of lot No. 92 of premises.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $ 29000 ~

Subscribed and sworn to before me, this the 24th day of November, 1971.

Affiant

My commission expires: 5-1-74 Notary Public

This is improved property, known as 815 Ewing Avenue, Nashville, TN. 37203

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Marvin E. Baker and wife, Carrie H. Baker *(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.*

We *further covenant and bind* ourselves, *heirs and representatives, to warrant and forever defend the title to said real estate to said* Marvin E. Baker and wife Carrie H. Baker, their *(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 Marvin E. Baker and wife, Carrie H. Baker *hereinafter referred to as trustors, hereby transfer and convey unto* Walter Harwood, *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 $ 20,000.00, *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.

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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 24th *day of* November, *19* 71

PRICE H. DUFF

HOWARD F. GEORGE

MARVIN E. BAKER

CARRIE H. BAKER

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Walter Howard, *a Notary Public in and for said County and State,* Price H. Duff and Howard F. George, and Marvin E. Baker and wife, Carrie H. Baker

the within named bargainor... 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* 24th *day of* November, *19* 71

Walter Howard *Notary Public*

Commission expires 5-1-74

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STATE OF.....

COUNTY OF.....

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*..... *excuted the within instrument for the purposes therein contained.*

Witness my hand and official seal at....., *this*.....*day of*....., *19*.....

.....*Notary Public*

Commission expires.....

NOV24 71 CONV 29,000.00
NOV24 71 MORT'G 21,000.00
NOV24 71 S'TAX A* 75.40
NOV24 71 S'TAX A* 19.00
NOV24 71 PR'FEE A* .50
NOV24 71 W'DEED A* 8.00 * 102.90

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ...*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 corporatoin by .....*self as*.....

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

.....*Notary Public*

Commission expires.....

INSTALLMENT DEED

FROM

PRICE H. DUFF and

HOWARD F. GEORGE

TO

MARVIN E. BAKER and wife,

CARRIE H. BAKER

B 39180

IDENTIF. REFERENCE

Nov 24 3 11 PM '71

FELIX A. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE