INSTALLMENT DEED

For and in Consideration of the sum of ($8,500.00)

Eight Thousand Five Hundred and - - - - - - - - - - - - - - - - 00/100 Dollars,

of which Two Thousand and 00/100 ($2,000.00) - - - - - - - - - - - - - - - - Dollars,

has been paid in cash by Bobby Lee Burton and wife, Florence Etta Burton

the receipt of which is hereby acknowledged, and for the remainder of ($6,500.00

Six Thousand Five Hundred and 00/100 Dollars,

the said Bobby Lee Burton and wife, Florence Etta Burton have

executed an Installment Deed Note of even date herewith in the principal sum of Six Thousand Five Hundred and 00/100 payable to William H. Montgomery and wife, Johnnie L. Montgomery in 120 monthly installments as follows: The first installment of $75.48 due and payable on the 10th day of January, 1972 and a like installment due on the 10th day of each succeeding month until the amount of both principal and interest are paid in full, the last installment being due on the 10th day of December, 1982. Said installments include interest at the rate of 7% per annum.

all of said notes bearing ~~six~~ seven 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, We, William H. Montgomery and wife, Johnnie L. Montgomery

have this day bargained and sold, and do hereby transfer and convey unto the said Bobby Lee Burton and wife, Florence Etta Burton heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 22 of the Kennedy & Graves plan of Monte Vista as of record in Book 421, page 143, of the Register's Office of Davidson County, Tennessee.

Said Lot No. 22 fronts 113.1 feet on the southerly side of McAlpine Avenue and extends back between parallel lines 388.5 feet to a dead line and fronts 113.1 feet on said dead line.

Being the same property conveyed to William H Montgomery, and wife, Johnnie L. Montgomery, of record in Book 4573, page 168, Register's Office for Davidson County, Tennessee, from Margaret Montgomery, a single person.

FEB-2[illegible]	CONV	*8,500.00			
FEB-2[illegible]	MORT'G	*6,500.00			
FEB-2[illegible]	S'TAX		A*	22.10	
FEB-2[illegible]	S'TAX		A*	4.50	
FEB-2[illegible]	PR'FEE		A*	.50	
FEB-2[illegible]	W'DEED		A*	8.00	* 35.10

This is unimproved ( ) improved (X) property, know as 1210 McAlpine Avenue, Nashville, Tennessee 37216
(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 Bobby Lee Burton and wife, Florence Etta Burton, 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 Bobby Lee Burton and wife, Florence Etta Burton 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 Bobby Lee Burton and wife, Florence Etta Burton

do hereby transfer and convey unto Paul G. Blankenship, 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 Bobby Lee Burton and wife, Florence Etta Burton 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 $8,500.00 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 Bobby Lee Burton and wife, Florence Etta Burton 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; if 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 Bobby Lee Burton and wife, Florence Etta Burton 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 Paul G. Blankenship, 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 William H. Montgomery and wife, Johnnie L. Montgomery and Bobby Lee Burton and wife, Florence Etta Burton

hereunto set our hands at ~~NASHVILLE~~, ~~Tennessee~~, this the ____ day of ____ 19__

PORT RICHEY FLORIDA ON THE 28th DAY OF JANUARY 1972 and AT NASHVILLE TENNESSEE ON THE 1ST DAY OF FEB. 1972

William H. Montgomery
Johnnie L. Montgomery
Bobby Lee Burton
Florence Etta Burton

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 BOBBY LEE BURTON and WIFE, FLORENCE ETTA BURTON

the bargainors, 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 1st day of FEBRUARY, 1972

Paul G. Blankenship, Notary Public.

Commission Expires OCTOBER 28, 1972

STATE OF FLORIDA
Pasco **County.**

Personally appeared before me, Martha J. Bradburn, a Notary Public in and for said County and State, the within named William H. Montgomery and wife, Johnnie L. Montgomery

the bargainors, 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 New Port Richey, Florida this 28th day of January, 19 72

Martha J. Bradburn, Notary Public.

Commission Expires NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES JAN. 13, 1975 GENERAL INSURANCE UNDERWRITERS, INC.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 4573 PAGE 582

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 4712 1

IDENTIF. REFERENCE

FEB 2 11 14 AM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Bobby Lee Burton Et Ux (NAME)	Bobby Lee Burton (NAME)	Map 61-16
1210 McAlpine Avenue (STREET ADDRESS OR ROUTE NUMBER)	1210 McAlpine Avenue (STREET ADDRESS)	Parcel 173
Nashville, Tennessee 37216 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37216 (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:

$ 8,500.00 Bobby Lee Burton
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF FEBRUARY, 1972

Notary Public

MY COMMISSION EXPIRES: OCTOBER 25, 1972

(AFFIX SEAL)