THIS INSTRUMENT WAS PREPARED BY WM. B. HIGGINS, ATTNY. 338 46th Ave. No., Nashville, Tennessee 37209

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO: BOOK 4573 PAGE 717	MAP-PARCEL NUMBERS
Tom F. Cone		Map 82-14
(NAME:)	(NAME:)	Par. 10-49.
195 No. First Street	S A M E	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	50
Nashville, Tenn. 37213		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	Pul

FOR AND IN CONSIDERATION of the sum of Thirty Five Thousand and no/100ths ($35,000.00) ---------- *Dollars,*

of which None *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Thirty Five Thousand and no/100ths ($35,000.00) ---------- *Dollars,*

Tom F. Cone *has executed*

his promisory note of even date herewith in the principal sum of $35,000.00 payable to the order of C. W. Cone and wife Sue Gran Cone in eighty four (84) equal consecutive monthly installments as follows: on the 28th day of February, 1972, the sum of $563.13 and thereafter a like sum on the 28th day of each succeeding month, the last installment for the sum of $563.13 being due on the 28th day of January, 1979. The installments include interest at the rate of nine (9%) per cent per annum on the unpaid principal,

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, we, C. W. Cone and wife Sue Gran Cone

have this day bargained and sold, and do hereby transfer and convey unto the said Tom F. Cone, his

(successors), heirs and assigns,

all our right, title and interest, the same being our one-half undivided interest in *certain real estate in Davidson County, Tennessee, as follows:*

TRACT NO. 1: BEING the western part of Lot No. "D" in Barrow's and Shelby's Addition to Edgefield, see Plan Book No. 14, page 238, Register's Office for said County. Said western part of Lot "D" fronts thirty-three and one-third feet on the south side of Oldham Street running back between parallel lines one hundred fifty feet more or less to a fifteen foot alley.

TRACT NO. 2: BEING the easterly 16-2/3 feet of Lot D and the westerly 16-2/3 feet of Lot E in Barrow and Shelby's Addition to Edgefield, as of record in Book 14, page 238, Nashville, Tennessee.
Said parts of Lots Nos. D and E front together 33-1/3 feet on the south side of Oldham Street, and run back between parallel lines 150 feet to an alley.

TRACT NO. 3: BEING the easterly 33-1/3 feet of Lot E of Barrow and Shelby's Addition to Edgefield, now East Nashville, of record in Book 14, page 238, Register's Office for Davidson County, Tennessee.
Said part of Lot E fronts 33-1/3 feet on the southerly side of Oldham Street and runs back between parallel lines with the westerly line of Lot F, 150 feet to an alley.

TRACT NO. 4: Being Lots A, B, C, and parts of D, N, O, and P on the Barron and Shelby Plan, of record in Book 14, page 238, Register's Office for said County and described as follows:
Beginning at a point in the east line of North 1st Street formerly White Creek Pike, said point being 81 feet northwesterly in right angles from a point in the center line of the North Bound Main Track of the Louisville Division of the Railroad of the Grantors opposite valuation station 2372-17.32 which 1335.68 feet measured north-

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 35,000.00

Affiant

Subscribed and sworn to before me, this the 22nd day of February 19 72

Notary Public

My commission expires:

(Affix Seal)

eastwardly along the center line of the North Bound Main Track from Mile Post 185 from Louisville, Kentucky; thence in a northeasterly direction 81 feet northwestwardly from and parallel to said center line of North Bound Main Track a distance of 264.13 feet to a point in the property line between the grantor and Thomas McGrath; thence in a westerly direction forming an interior angle 31° 44' and along said property line a distance of 36.58 feet to a point in the property line between the grantor and Thomas McGrath; thence in a northerly direction along said property line a distance of 150 feet to a point in the south line of Oldham Street; thence in a westerly direction along the south line of Oldham Street 262 feet to the intersection of the south line of Oldham Street with the east line of North 1st Street; thence southerly direction along the east line of North 1st Street forming an angle of 75° 50' with the south line of Oldham Street a distance of 297.78 feet to the point of beginning, containing 1.247 acres, more or less.

BOOK 4573 PAGE 718

Tracts Nos. 1, 2 and 3 above described being the same property conveyed to Tom F. Cone (Grantee herein) as to a one-half undivided interest and C. W. Cone and wife Sue Fite Cone (Grantors herein) as to a one-half undivided interest by deed from Eleanor Ottenville Strickland, et al, as of record in Boo 4059, page 120, said Register's Office and, Tract No. 4 above described being the same property conveyed to C. W. Cone and wife Sue Gran Cone (Grantors herein) by deed from Zeb Mattox, et ux, as of record in Book 2997, page 557, the said C. W. Cone and wife Sue Gran Cone (Grantors herein) having since conveyed to the said Tom F. Cone (Grantee herein) a one-half undivided interest in said property by deed of record in Book 3676, page 445, said Register's Office.
The said Sue Gran Cone and the said Sue Fite Cone are one and the same person.

(unimproved /.)
This is improved (X) property, known as 195 (House Number) North 1st Street (Street) Nashville 37213 P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Tom F Cone, his *(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, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Tom F. Cone, his *(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 Tom F. Cone *hereinafter referred to as trustors, hereby transfer and convey unto* William B. Higgins, *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 $ insurable valu *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.

BOOK 4573 PAGE 719

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 28th day of January, *19* 72

C. W. Cone

C. W. CONE

Sue Gran Cone

SUE GRAN CONE

Tom F. Cone

TOM F. CONE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Undersigned, *a Notary Public in and for said County and State,* C. W. Cone and wife Sue Gran Cone and Tom F. Cone

the within named 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 ..... Tennessee *this* 28th *day of* January, *19* 72

Robbie L. Wadsworth
Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires Nov 12, 1974

BOOK 4573 PAGE 720

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..... 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 }

Before me, ..., *a 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 corporation by .....self as.....

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

.....*Notary Public*

Commission expires.....

FEB-2 72	CONV	35,000.00				
FEB-2 72	MORT'G	35,000.00				
FEB-2 72	S'TAX		A*	91.00		
FEB-2 72	S'TAX		A*	33.00		
FEB-2 72	PR'FEE		A*	.50		
FEB-2 72	W'DEED		A*	8.00	*	132.50

INSTALLMENT DEED

FROM

C. W. CONE, ET UX

TO

TOM F. CONE

B 4 7 1 7 5

IDENTIF. REFERENCE

FEB 2 2 52 PM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE