This Instrument Was Prepared By: Dewey W Pedigo of The Law Firm
Pedigo & Saindon, Stahlman Bldg
Nashville, Tennessee.

Installment Deed

BOOK 4578 PAGE 781

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Val J. Oliver		Map 110
(NAME:) 48 Cummins Way	(NAME:) Same	P/O 80-80,1
(STREET ADDRESS OR ROUTE NUMBER) Nashville Tenn	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of FIFTEEN THOUSAND EIGHT HUNDRED AND NO/100 ($15,800.00)----------Dollars, of which EIGHT THOUSAND SIX HUNDRED AND NO/100 ($8,600.00)----------Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder SEVEN THOUSAND TWO HUNDRED AND NO/100 ($7,200.00)----------Dollars, Val J. Oliver and wife, Donna M. Oliver have executed

an installment deed note in the principal amount of SEVEN THOUSAND TWO HUNDRED AND NO/100 ($7,200.00)DOLLARS, payable to the order of Benjamin Franklin Prichard and wife,Pauline Prichard, said note being payable in annual installments of ONE THOUSAND AND NO/100 ($1,000.00) DOLLARS each, plus interest at the rate of 7% per annum. First installment being due and payable one year from even date and thereafter on the same day of each succeeding year alike amount is due and payable until the entire amount, both principal and interest has been paid in full.

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, Benjamin Franklin Prichard and wife, Pauline Prichard have this day bargained and sold, and do hereby transfer and convey unto the said Val J. Oliver and wife, Donna M. Oliver, their ~~XXXXXX~~, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land lying and being in the 4th Civil District of Davidson County, Tennessee, and being Tracts No. 2 and 3 on a survey made by Gary R. Cummings, dated June 21, 1968 as follows to wit:

Beginning at a point in the northerly margin of Alvin Sperry Road, said point being 551.1 feet as measured along the northerly margin of Alvin Sperry Road in a southerly direction from the southeast corner of the property belonging to Luther Stirl Pyburn and wife, Etta Mae Pyburn; thence north 46° 32' west 799.5 feet to a point; thence north 84° 52' west 243.0 feet to an iron pin; thence south 5° 43' west 208.0 feet to a point; thence south 47° 28' east 808.5 feet to a point in the northerly margin of Alvin Sperry Road; thence in a northeast direction along the northerly margin of Alvin Sperry Road 300.0 feet to the point of beginning and containing 6.0 acres more or less. Being the same property conveyed to Benjamin Franklin Prichard and wife, Pauline A. Prichard by deed from Floyd R. Marlin and wife, Katherine Marlin of record in Book 4261, page 956, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 15,800

Subscribed and sworn to before me, this the 14 day of FEB 19 72

Val J. Oliver
Affiant

My commission expires: NOV. 6, 1974 (Affix Seal)

L. E. Hall
Notary Public

This is ~~unimproved~~ ( ) improved ( ) property, known as (House Number) (Street) 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 Val J. Oliver and wife, Donna M. Oliver, their ~~XXXXXX~~, 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 Val J. Oliver and wife, Donna M. Oliver, their ~~XXXXXX~~, 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 Val J. Oliver and wife, Donna M. Oliver, hereinafter referred to as trustors, hereby transfer and convey unto Phillip Saindon 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 $ ....., 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.

REGISTERED

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 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 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 *hand*S *this* 12 *day of* February, 19 72 *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

X Val J. Oliver
Donna M. Oliver

X Benjamin F. Prichard
X Pauline Prichard

FEB 24 72 CONV 15,800.00
FEB 24 72 MORT'G *7,200.00

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

FEB 24 72 ST'S TAX A* 41.08
FEB 24 72 ST'S TAX A* 5.20
FEB 24 72 PD FEE R.E. Hooper
~~Benjamin Franklin Prichard and wife, Pauline Prichard~~ 50
FEB 24 72 RCRD
and Val J. Oliver and wife, Donna M. Oliver 4.00 * 50.78

Personally appeared before me, ... *a Notary Public in and for said County and State,* ..... *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 Nashville, *Tennessee,* *this* 12 *day of* February, 19 72

Notary Public

Commission expires Nov. 6, 1974

STATE OF ~~TENNESSEE~~ }
COUNTY OF ~~DAVIDSON~~ } SOUTH CAROLINA
Sumter

Personally appeared before me, ... *a Notary Public in and for said County and State,* Benjamin Franklin Prichard and wife, Pauline Prichard

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 Nashville, Sumter, SC *Tennessee,* *this* 17 *day of* Feb, 19 72

W. M. Smith *Notary Public*

Commission expires 4 June 81

INSTALLMENT DEED

FROM BENJAMIN FRANKLIN PRICHARD ET UX

TO VAL J. OLIVER, ET UX

B 49554

IDENTIF. REFERENCE

FEB 24 9 56 AM '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

PEDIGO & SAINDON