INSTALLMENT DEED

For and in Consideration of the sum of Twenty-Four Thousand Eight Hundred Fifty-Three and 72/100----------($24,853.72)----------Dollars, of which One Thousand and no/100----------($1,000.00)----------Dollars, has been paid in cash by Claude H. Nicks the receipt of which is hereby acknowledged, and for part of the remainder of Eight Thousand Nine Hundred Seventy and 23/100----------($8,970.23)----------Dollars, the said Claude H. Nicks has assumed and agreed to pay the unpaid balance due and owing on that indebtedness described in and secured by Deed of Trust of record in Book 2913, Page 105, Register's Office, Davidson County, Tennessee; and for the remainder Fourteen Thousand Eight Hundred Eighty-Three and 49/100 Dollars ($14,883.49) the said Claude H. Nicks has executed his one promissory note payable to the order of Charles E. Ford, Jr. and wife, Lucille G. Ford, on or before June 7, 1972,

~~said~~ notes bearing ten 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, Charles E. Ford, Jr. and wife, Lucille G. Ford,

have this day bargained and sold, and do hereby transfer and convey unto the said Claude H. Nicks, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 173, Section 1, on the Plan of Sunset View Subdivision of record in Book 2663, pages 27 and 28, Register's Office for said County.

Beginning at a point in the easterly margin of Donna Hill Drive, the common corner of Lots 125 and 173 on said plan; thence easterly along the dividing line between said lots 20[illegible].8 feet to a point; thence northwesterly 55.3 feet to a point; thence northerly 150 feet to a point in the southerly margin of Dundee Lane; thence westerly along the south margin of said Lane 134.7 feet to a point which is the beginning of a curve with a radius of 20 feet; thence around said curve 30.65 feet to a point in the easterly margin of Donna Hill Drive; thence southerly along the margin of said Drive 137.95 feet to the point of beginning.

Being the same property conveyed to Charles E. Ford, Jr. and wife, Lucille G. Ford, by deed from Herman McCallum of record in Book 2749, page 542, said Register's Office.

Conveyance subject to restrictions, easements, and setback lines as shown by those instruments of record in Book 2492, pages 307 and 631; Book 2663, pages 27 and 28, all Register's Office, Davidson County, Tennessee.

Escrow account held in connection with the above mentioned indebtedness is hereby transferred to the said Claude H. Nicks.

This is unimproved ( ) improved (X) property, know as 2401 Dundee Lane, Nashville, Tennessee
(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 Claude H. Nicks, his 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 and our heirs and representatives, to warrant and forever defend the title to said real estate to said Claude H. Nicks, his 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, I, the said Claude H. Nicks

do hereby transfer and convey unto Richard Dance, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Claude H. Nicks

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 $ full value 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.

I 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 I 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 I, the said Claude H. Nicks 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 I 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; I 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. I 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. I 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 Claude H. Nicks, his 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 Richard Dance, 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 Charles E. Ford, Jr. and wife, Lucille G. Ford, and Claude H. Nicks hereunto set our hands at Nashville, Tennessee, this the 7th day of March 19 72

Claude H. Nicks

Charles E. Ford, Jr.

Lucille G. Ford

STATE OF TENNESSEE
Davidson County

Personally appeared before me Jan Glasscock, a Notary Public in and for said County and State, the within named Charles E. Ford, Jr. and wife, Lucille G. Ford, and Claude H. Nicks

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 7th day of March, 19 72

Commission Expires MAY 8, 1973

Jan Glasscock, Notary Public.

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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 }

BOOK 4581 PAGE 972

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)

| | | | | | |
|---|---|---|---|---|---|
| MAR-8[illegible] | CONV | 24,853.72 | | | |
| MAR-8[illegible] | MORT'G | 14,883.49 | | | |
| MAR-8[illegible] | S'TAX | | A* | 64.74 | |
| MAR-8[illegible] | S'TAX | | A* | 12.90 | |
| MAR-8[illegible] | PR'FEE | | A* | .50 | |
| MAR-8[illegible] | W'DEED | | A* | 8.00 | * 86.14 |

INSTALLMENT DEED

FROM
CHARLES E. FORD, JR., ET UX

TO
CLAUDE H. NICKS

KK TRACT

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

B 51090

IDENTIF. REFERENCE

MAR 8 8 56 AM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Claude H. Nicks (NAME) | Same (NAME) | 3D49108 |
| 2401 Dundee Lane (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | |
| Nashville, Tennessee (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | |

THIS INSTRUMENT WAS PREPARED BY

This instrument was prepared by,
Miller Kimbrough
404 James Robertson Parkway
Nashville, Tennessee 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS:

$ 24,853.72 X Shirley Hutton
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 7th DAY OF March 1972

Notary Public

MY COMMISSION EXPIRES: MAY 8, 1973

(AFFIX SEAL)