INSTALLMENT DEED

For and in Consideration of the sum of Eleven Thousand & No/100 - - - - - - - - - - - - - - - - - - ($11,000.00) - - - - - - - - - - - - - - - - - - Dollars, of which Two Thousand & No/100 - - - - - - ($2,000.00) - - - - - - - - Dollars, has been paid in cash by Thomas J. Caruthers and wife, Shirley O. Caruthers the receipt of which is hereby acknowledged, and for the remainder Nine Thousand & No/100 - - - - - - - - - - - - - - - - - - ($9,000.00) - - - - - - - - - - - - - - - - - - Dollars, the said Thomas J. Caruthers and wife, Shirley O. Caruthers have executed their promissory note of even date herewith payable in 120 consecutive monthly installments of $99.92 each beginning with July 1st, 1972. Six per cent interest is included and payments are to be credited first to interest and balance to principal.

MAY30 72	CONV	11,000.00				
MAY30 72	MORTG	*9,000.00				
MAY30 72	S'TAX		A*	28.60		
MAY30 72	S'TAX		A*	7.00		
MAY30 72	PR'FEE		A*	.50		
MAY30 72	D'DEED		A*	8.00	*	44.10

~~all of said notes bearing six 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, A. J. Dyer and wife, Gladys M. Dyer

have this day bargained and sold, and do hereby transfer and convey unto the said Thomas J. Caruthers and wife, Shirley O. Caruthers, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: TRACT 1: Land in Davidson County, Tennessee, being the southerly one-half of Lot No. 197 and the northerly 40 feet of Lot No. 199 on the plan of the North Nashville Real Estate Company's Property, as of record in Book 21, Page 105, Register's Office for said County.
Said parts of Lots Nos. 197 and 199 front together 65 feet on the easterly side of 7th Avenue North, formerly Vine Street, and run back between parallel lines 175 feet to an alley.
Being the same property conveyed to Leonard Henry Kelly and wife, Annie Virginia Kelly, by deed from Nashville Trust Company, Executor and Trustee, under the Will of Louise Nelson of record in Book 1088, Page 12, said Register's Office. The said Leonard Henry Kelly and wife, Annie Virginia Kelly having since died. The said Leonard Henry Kelly having predeceased his wife, and she having devised said property to Gladys Marie Kelly Dyer of record in Will Book 101, Page 680, said Probate Court Clerk's Office for said County.
TRACT 2: Land in Davidson County, Tennessee, being parts of Lots Nos. 195 and 197 of the North Nashville Real Estate Company's Plan of Lots as of record in Book No. 21, Page 105, Register's Office for Davidson County, Tennessee.
Said Lots Nos. 195 and 197 or parts thereof, adjoin and together front forty (40) feet on the Easterly side of 7th Avenue North, formerly North Vine Street, and runs back between parallel lines 175 feet to an alley.
Being the same property conveyed to A. J. Dyer and wife, Gladys M. Dyer, by deed from Joe Walkup and wife, Mollie D. Walkup, of record in Book 989, Page 202, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, know as 1724 & 1726 7th Avenue, North (House Number) (Street) Nashville, Tn. 37208 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 Thomas J. Caruthers and wife, Shirley O. Caruthers, 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. Taxes for 1972 have been prorated and are assumed by Grantees.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Thomas J. Caruthers and wife, Shirley O. Caruthers, 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 in hand paid, we, the said Thomas J. Caruthers and wife, Shirley O. Caruthers

do hereby transfer and convey unto George H. Cate, Jr., 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 Thomas J. Caruthers and wife, Shirley O. Caruthers

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 $ 11,000.00 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 Thomas J. Caruthers & wife, Shirley O. Caruthers 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; 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 Thomas J. Caruthers & wife, Shirley O. Caruthers, their 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 George H. Cate, Jr., 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 A. J. Dyer and wife, Gladys M. Dyer and Thomas J. Caruthers & wife, Shirley O. Caruthers hereunto set our hands at Nashville, Tennessee, this the 29 day of May 1972

A. J. Dyer
Gladys M. Dyer
Thomas J. Caruthers
Shirley O. Caruthers

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Geo. H. Cate, a Notary Public in and for said County and State, the within named A. J. Dyer and wife, Gladys M. Dyer, and Thomas J. Caruthers and wife, Shirley O. Caruthers

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 29th day of May, 1972

Geo. H. Cate, Notary Public.

Commission Expires My Commission Expires July 23, 1974

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 }

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
A. J. Dyer and wife,

Gladys M. Dyer

TO
Thomas J. Caruthers & wife,

Shirley O. Caruthers

Attorneys Title Company
Tides Guaranteed

NASHVILLE, TENN.

B 61163

IDENTIF. REFERENCE

MAY 30 12 51 PM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Thomas J. Caruthers (NAME)	Same (NAME)	81-8
1726 7th Avenue, North (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	404
Nashville, Tn. 37208 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
Geo. H. Cate, Attorney
510 Stahlman Building
Nashville, Tn. 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 11,000.00 Geo. H. Cate, Atty.
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 29th DAY OF May 19 72.

Notary Public

MY COMMISSION EXPIRES: .....

(AFFIX SEAL)