INSTALLMENT DEED

BOOK 4606 PAGE 397

For and in Consideration of the sum of ----------

THIRTEEN THOUSAND TWO HUNDRED FIFTY ONE ($13,251.00) & 00/100---------- Dollars,

of which ----------ONE ($1.00) & 00/100---------- Dollars,

has been paid in cash by Howard D. Derrick, Jr., and wife, Constance E. Derrick and Edward H. Derrick and wife, Shirley A. Derrick
the receipt of which is hereby acknowledged, and for the remainder ----------

THIRTEEN THOUSAND TWO HUNDRED FIFTY ($13,250.00) & 00/100---------- Dollars,

the said Howard D. Derrick, Jr., and wife, Constance E. Derrick and Edward H. Derrick and wife, Shirley A. Derrick, have executed one note of even date herewith in the amount of $13,250.00, payable to the grantors herein and payable in 120 monthly installments of $153.85 each, including principal and interest at the rate of 7% per annum, beginning July 1, 1972, and each installment being subject to a late charge of 7% of said monthly payment if not paid before the 10th day of each month.

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, Malcolm H. Lucy and wife, E. Helen Lucy

have this day bargained and sold, and do hereby transfer and convey unto the said Howard D. Derrick Jr., and wife, Constance E. Derrick and Edward H. Derrick and wife, Shirley A. Derrick their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A parcel of land in the 9th Civil District of Davidson County, Tennessee, west and near the South Harpeth Road, being a portion of a 14.30 acre tract of record in Book 2745, page 551, Register's Office for Davidson County, Tennessee, and a portion of a 10.07 acre tract of record in Book 3128, page 593, Register's Office for Davidson County, Tennessee. Surveyed in April 1972, by S. H. Hutchison, as follows:

BEGINNING at an iron stake with an Elm pointer, Fred L. Kings inner corner; thence with Fred L. Kings south line, South 86° 30' east 473 feet to an iron stake in fence; thence leave the King line, South 7° east with a fence 143 feet to an iron stake in fence; thence with fence, South 3° west 115 feet to an iron stake in a fence corner; thence with a fence South 85° east 556 feet to an iron stake in fence, the northwest corner of the 4.75 lot in this survey; thence South 2° west 286 feet to an iron stake in J. W. Odum's line and a fence; thence with Odum's north line and a fence as follows: South 86° West 305 feet to an iron stake in fence; South 89° 30' west 753 feet to an iron stake with a box elder pointer in Fred L. Kings east line; thence with the east line of the King land, North 3° East 636 feet to point of beginning, containing 11.05 acres, being the same more or less.

BEING property conveyed to Malcolm H. Lucy and wife, Helen S. Lucy, (E. Helen Lucy) by two deeds: one from Lovell N. Smith and wife, Mary Smith, of record in Book 3128, page 593, and the other from Lovell N. Smith and wife, Mary Smith, of record in Book 2745, page 551, both in the Register's Office for Davidson County, Tennessee.

This conveyance is made subject to the following Restrictions:

Restrictive Covenants contained in the deed to Malcolm H. Lucy and wife, from Lovell N. Smith, et al, dated April 14, 1958, filed for record on April 21st, 1958, and recorded in Book 2745, page 551, as follows:

"(1) Said property shall be used for residential purposes only (2) no building shall be located nearer to the front line than 75 feet from said street and (3) no residence or dwelling house shall be erected or kept on said land costing less than $8,000.00, nor consisting of not less than 1000 square feet of floor space; however, this restriction shall not prohibit the erection of one servant house on said land costing less than $8,000 and consisting of less than 1,000 square feet of floor area."

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Howard D. Derrick, Jr., and wife, Constance E. Derrick and Edward H. Derrick and wife, Shirley A. Derrick 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 Howard D. Derrick Jr., and wife, Constance E. Derrick and Edward H. Derrick and wife, Shirley A. Derrick, 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 Howard D. Derrick Jr., and wife, Constance E. Derrick and Edward H. Derrick and wife, Shirley A. Derrick

do hereby transfer and convey unto Roger D. Baskette, 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 Howard D. Derrick Jr., and wife, Constance E. Derrick and Edward H. Derrick and wife, Shirley A. Derrick 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 $ insurable 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.

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 Howard D. Derrick Jr., and wife, Constance E. Derrick and / Edward H. Derrick and wife, Shirley A. Derrick 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 the said grantors, 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 Roger D. Baskette, 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 Malcolm H. Lucy and wife, E. Helen Lucy and Howard D. Derrick Jr., and wife, Constance E. Derrick and Edward H. Derrick and wife, Shirley A. Derrick hereunto set our hands at _____, Tennessee, this the 1st day of June 1972.

Malcolm H. Lucy
E. Helen Lucy
Howard D. Derrick, Jr.
Constance E. Derrick
Edward H. Derrick
Shirley A. Derrick

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Malcolm H. Lucy and wife, E. Helen Lucy; Howard D. Derrick Jr., and wife, Constance E. Derrick and Edward H. Derrick and wife, Shirley A. Derrick

the bargainor S, 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 June, 19 72

Commission Expires 7/28/74

Ben H. Rudman, 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 }

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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)

JUN-1 72	CONV	13,250.00			
JUN-1 72	MORT'G	13,250.00			
JUN-1 72	S'TAX		A*	34.32	
JUN-1 72	S'TAX		A*	11.20	
JUN-1 72	PR'FEE		A*	.50	
JUN-1 72	W'DEED		A*	8.00	* 54.02

INSTALLMENT DEED

FROM MALCOLM H. LUCY AND WIFE, E. HELEN LUCY

TO HOWARD D. DERRICK JR., AND WIFE, CONSTANCE E. DERRICK AND EDWARD H. DERRICK AND WIFE, SHIRLEY A. DERRICK

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

B 6 1 6 4 7

IDENTIF. REFERENCE

JUN 1 1 41 PM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

TOOLEY CO. - NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
HOWARD D. DERRICK JR., ET UX (NAME)	ET AL HOWARD D. DERRICK JR. (NAME)	168
Same (STREET ADDRESS OR ROUTE NUMBER)	3434 STOKESMONT RD. (STREET ADDRESS)	P/O 18-19
(CITY) (STATE) (P. O. ZIP)	NASHVILLE, TENN. (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Mr. Roger D. Baskette, Attorney
Stahlman Building
Nashville, Tennessee.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 13,250.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF JUNE, 19 72

Notary Public

MY COMMISSION EXPIRES: 7/28/74

(AFFIX SEAL)