This instrument was prepared by
Robert H. Polk, attorney, 411
Stahlman Building, Nashville, Tenn. 37221

Installment Deed

BOOK 4622 PAGE 830

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Clarence H. Leslie, et ux	same	
(NAME) 3712 Westport Drive	(NAME) same	49
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS)	24
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	100

FOR AND IN CONSIDERATION of the sum of Twenty-Two-Thousand-Five-Hundred---------- ($ 22,500.00)---------- *Dollars,*

of which Eleven-Thousand-Two-Hundred-Fifty---------- ($11,250.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Eleven-Thousand-Two-Hundred-Fifty---------- *Dollars,*

($11,250.00)----------

Clarence H. Leslie and wife, Henrietta Leslie *have executed* their installment deed note of even date herewith in the principal amount of Eleven-Thousand-Two-Hundred-Fifty-($11,250.00), payable at the rate of One-Hundred-Twenty-Five ($125.00) per month including interest at the rate of 7½ per annum. The first installment is due and payble on the 24th day of August, 1972, and a simular amount on the 24th day of each succeeding month thereafter until the entire balance, principal and interest, is 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, We, Donald E. Winters and wife, Sara Mayo Winters

have this day bargained and sold, and do hereby transfer and convey unto the said Clarence H. Leslie and wife, Henrietta Leslie

their *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Being in the 13th Civil District of said County and State, described as follows:

Beginning at a point in the southerly margin of Westport Drive at the northeast corner of the property conveyed to H.A. Pilkerton and wife, by deed from Howard B. Moore and wife, as of record in Book 3177, Page 241, Register's Office for said County; thence with said Pilkerton's easterly line south 0o 07' west 250 feet to the nottherly line of the property conveyed to Henry Binkley and wife, by deed from Howard B. Moore and wife, as of record in Book 3075, Page 318, said Register's Office; thence with said Binkley's northerly line north 89o 53' east 110 feet to the southwest corner of the property conveyed to Erna M. Freudeman by deed from Howard B. Moore and wife, as of record in Book 3100, Page 585, as corrected by Book 3177, Page 371, said Register's Office; thence in part with said Freudeman's westerly line north 0o 07' east, passing said Freudeman's northwest corner at 129.5 feet, 249 feet to a point in the southerly margin of said Drive, said point lying south 89o 53' west 33.2 feet along the southerly margin of said Drive from the northwest corner of the property conveyed to Carl C. Turner Jr., and wife, by deed from Howard B. Moore and wife, as of record in Book 2750 Page 371, said Register's Office; thence with the southerly margin of said Drive south 89o 53' west 110 feet to the beginning.

OVER

Being the same real property conveyed to Donald E.Winters by deed from Howard B.Moore and wife, of record in Book 3186 Page 91, said Register's Office.

This conveyance is made pursuant to the terms and provisions of Section 64-109 Tennessee Code Annotated, and for the express purpose of creating an estate by the entirety in the above described land in the said Donald C.Winters and his wife, Sara Mayo Winters, so that the entire property, upon the death of either, will go to the survivor.

Being the same property conveyed to Sara Mayo Winters by Deed from DONALD E.Winter, of record in Bak 3704 Page 467 said Register's Office.

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $22,500, Affiant Mr. Donald E. Winters
Subscribed and sworn to before me this 27th day of July 19 72
Deputy Register

This is unimproved ( ) improved (X) property, known as 3713 Westport Drive, Nashville, Tennessee
(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 Clarence H.Leslie and wife, Henrietta Leslie *their (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* Clarence H.Leslie and wife, Henrietta Leslie *(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 Clarence H.Leslie and wife, Henrietta Leslie *hereinafter referred to as trustors, hereby transfer and convey unto* Robert H.Polk, *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 $ maximum, *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.*

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.

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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 24th *day of* July, *19* 72

Donald E. Winters

Sara Mayo Winters

Clarence H. Leslie

Henrietta D. Leslie

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Rolande R. Quintin *a Notary Public in and for said County and State,* Donald E. Winters and wife Sara Mayo Winters Clarence H. Leslie and wife Henrietta Leslie

the within named 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 Davidson County, *Tennessee, this* 24th *day of* July, *19* 72

Rolande R. Quintin *Notary Public*

Commission expires November 13, 1973

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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 corporatoin by .....self as.....

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

.....*Notary Public*

Commission expires.....

JUL 27 72	CONV	22,500.00			
JUL 27 72	MORT'G	11,250.00			
JUL 27 72	S'TAX		A*	58.50	
JUL 27 72	S'TAX		A*	9.20	
JUL 27 72	PR'FEE		A*	.50	
JUL 27 72	W'DEED		A*	8.00	* 76.20

INSTALLMENT DEED

FROM Donald E. Winters and wife Sara Mayo Winters

TO Clarence E. Leslie and wife, Henrietta Leslie

B 6 9 1 1 2

IDENTIF. REFERENCE

JUL 27 10 52 AM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

Guaranty Title Company

A Division of
Kansas City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE