INSTALLMENT DEED

For and in Consideration of the sum of ($ 32,500.00)

Thirty Two Thousand Five Hundred and - - - - - - - - - - - - - 00/100 Dollars,

of which Twelve Thousand Five Hundred and 00/100 ($12,500.00) Dollars,

has been paid in cash by Charles D. Thomas and wife, Joyce B. Thomas

the receipt of which is hereby acknowledged, and for the remainder of $20,000.00

Twenty Thousand and -00/100 Dollars,

the said Charles D. Thomas and wife, Joyce B. Thomas have

executed an Installment Deed Note of even date herewith in the principal sum of Twenty Thousand and 00.100 ($20,000.00) Dollars, payable to DeWitt Shaw and wife, Cleo N. Shaw in 204 Monthly installments as follows: The first installment of $167.94 being due on the 11th day of September, 1972 and a like installment on the 11th day of each succeeding month until the amount of both principal and interest are paid in full. Said installments include interest at the rate of 7% per annum.

all of said notes bearing ~~six~~ seven 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, DeWitt Shaw and wife, Cleo N. Shaw

have this day bargained and sold, and do hereby transfer and convey unto the said Charles D. Thomas and wife, Joyce B. Thomas, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being part of Tract No. 5 on the Map of Dr. William Williams' Farm, as of record in plan Book 2, page 128, Chancery Court at Nashville, being Lot No. 3 of Block "I" on the plan of Jackson Park, Section No. 3, unrecorded, described according to a survey made by W. B. Southgate, Surveyor, as Follows:

Beginning on the southerly margin of Windingway Street at a point 200 feet west of the westerly margin of Brush Hill Road, said point being the corner of Lots Nos. 3 and 4; thence with the line between said two lots south 2° east 270 feet to a stake; thence north 78° west 155 feet to a stake; thence north 2° west 220 feet to the southerly margin of Windingway Street; thence with said Street north 83° east 150 feet to the beginning, containing .8 acre, more or less.

Being the same property conveyed to DeWitt Shaw and wife, Cleo Nichols Shaw, by deed from John M. Lawrence and wife, of record in Book 1148, page 175, Register's Office for Davidson County, Tennessee.

AUG 14 72	CONV	32,500.00			
AUG 14 72	MORT'G	20,000.00			
AUG 14 72	S.TAX		A*	84.50	
AUG 14 72	S.TAX		A*	18.00	
AUG 14 72	PR FEE		A*	.50	
AUG 14 72	W'DEED		A*	8.00	* 111.00

This is improved (X) unimproved ( ) property, know as 1504 Winding Way Nashville, Tennessee 37216
(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 Charles D. Thomas and wife, Joyce B. Thomas, 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.

we further covenant and bind our heirs and representatives, to warrant and forever defend the title to said real estate to said Charles D. Thomas and wife, Joyce B. Thomas 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 us in hand paid, we, the said Charles D. Thomas and wife, Joyce B. Thomas

do hereby transfer and convey unto Harold Carter, 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 Charles D. Thomas and wife, Joyce B. Thomas

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 $ 25,000.00 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 Charles D. Thomas and wife, Joyce B. Thomas 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 Charles D. Thomas and wife, Joyce B. Thomas, 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 Harold Carter, 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 DeWitt Shaw and wife, Cleo Nichols Shaw and Charles D. Thomas and wife, Joyce B. Thomas hereunto set our hands at Nashville, Tennessee, this the 11th day of August 19 72

DeWitt Shaw

Cleo Nichols Shaw

Charles D. Thomas

Joyce B. Thomas

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Paul G. Blankenship, a Notary Public in and for said County and State, the within named DeWitt Shaw and wife, Cleo Nichols Shaw and Charles D. Thomas and wife, Joyce B. Thomas

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 11th day of August, 19 72

Paul G Blankenship, Notary Public

Commission Expires October 28, 1972

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)

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

B 7.1336

IDENTIF. REFERENCE

AUG 14 11 03 AM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Charles D. Thomas Et Ux (NAME)	Charles D. Thomas Et Ux (NAME)	Map 61-8
1504 Windingway (STREET ADDRESS OR ROUTE NUMBER)	1504 Windingway (STREET ADDRESS)	Parcel 202
Nashville, Tennessee 37216 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37216 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
Paul G. Blankenship, Attorney
3311 Gallatin Road
Nashville, Tennessee 37216

mail to

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 32,500.00 Charles D. Thomas
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 11th DAY OF August, 1972.

Paul G. Blankenship
Notary Public

MY COMMISSION EXPIRES: October 28, 1972

(AFFIX SEAL)