BOOK 4637 PAGE 891

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM
Tennie Mae Stewart

TO
Charles E. Stewart, Jr., et ux, Mary Diane Stewart

For draftsman's use

This Instrument Prepared By:
Richard H. King
Attorney at Law
500 Court Square Bldg.
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Charles E. Stewart,Jr., et ux (NAME)	Charles E. Stewart,Jr., et ux (NAME)	Map 164
383 Haywood Ln. Apt.D-1 (STREET ADDRESS OR ROUTE NUMBER)	383 Haywood Lane, Apt. D-1 (STREET ADDRESS)	Part of Parcel 158
Nashville, Tenn. 37211 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37211 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

SEP 15 9 32 AM '72

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $2,040.00

Charles E. Stewart, Jr.
Affiant

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

Evelyn Phillips
Notary Public

MY COMMISSION EXPIRES: 2-4-76

(AFFIX SEAL)

B 7 6 0 7 9

FOR AND IN CONSIDERATION OF the sum of Two Thousand and Forty and no/100 ---------- DOLLARS

of which $ 540.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed an Installment Deed Note in the principal amount of $1,500.00 payable to Tennie Mae Stewart as follows: $50.00 per month beginning October 15, 1972 with the last payment being due on March 15, 1975, at no interest, interest being expressly waived.

SEP 15 72	CONV	*2,040.00			
SEP 15 72	S'TAX		A*	5.20	
SEP 15 72	PR'FEE		A*	.50	
SEP 15 72	W'DEED		A*	4.00	* 9.70

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

Tennie Mae Stewart

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Charles E. Stewart, Jr. and wife, Mary Diane Stewart

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the Second Civil District of Davidson County, Tennessee, being the northerly 83 feet of Lot No. 22, all of Lot No. 23, and the southerly part of Lot No. 24 on the Plan of Cimarron Subdivision of the Isaac Whitworth Property, not of record, as described according to a survey by George W. Watkins dated August 12, 1972, as follows: Beginning at an iron pin in the southerly margin of Old Hickory Blvd. and at the northeast corner of Lot No. 55 of said plan; thence with said margin eastwardly 494 feet to a point in the west margin of Maxwell Road; thence with the said margin of Maxwell Road southwardly 324 feet to an iron pin; thence westwardly 480.5 feet to an iron pin at a point in the east boundary of said Lot No. 55; thence with said boundary northwardly 281 feet to the point of beginning, containing 3.4 acres, more or less.

Being part of the property vested in Tennie Mae Stewart by will of Emerson N. Stewart of record in Will Book 67, page 231, County Court of Davidson County, Tennessee.

This conveyance subject, however, to a restriction running with the land that use be limited to non-commercial use until death of grantor herein.

This is unimproved (X) improved ( ) property, known as Old Hickory Blvd., Route 2, Antioch 37013
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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 ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto Tennie Mae Stewart 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 grantees 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 $ 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 interest 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 herein, the same to bear interest from the date of such payment. Now, if we, the said grantees, 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 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 advise 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 grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 11th day of September 19 72.

Tennie Mae Stewart

Charles E. Stewart, Jr.

Mary Diane Stewart

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Evelyn Phillips, a Notary Public in and for said County and State, the within named Tennie Mae Stewart, Charles E. Stewart, Jr., and wife, Mary Diane Stewart

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, Davidson County, Tennessee, this 11th day of September, 19 72

Evelyn Phillips, Notary Public.

Commission expires 2-4-76

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 corporation by.....self as .....

Witness my hand and seal, at office in .....,

this .....day of ..... , 19.....

....., Notary Public.

Commission expires .....