INSTALLMENT DEED BOOK 4638 PAGE 130

For and in Consideration of the sum of Six Thousand Dollars ($6,000.00)--------

---------- Dollars,

of which One Thousand Four Hundred ($1,400.00)---------- Dollars,

has been paid in cash by Robert Lee Maynard and wife, Elizabeth E. Maynard,

the receipt of which is hereby acknowledged, and for the remainder Three Thousand Six

Hundred ($3,600.00)---------- Dollars,

the said Robert Lee Maynard and wife, Elizabeth E. Maynard have executed their one note of even date herewith for the original principal sum of $3,600.00 payable to the order of Joel Birdwell and wife, Josephine Birdwell in equal monthly installments of $59.67 each. Said installments include interest at the rate of 6% per annum. The said installments to become due and payable on the 15th day of October, 1972 and each month thereafter on the 15th day of each succeeding month until the entire amount, both principal and interest shall have been paid in full, all in accordance with the terms and conditions as set out in said note.

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, Joel Birdwell and wife, Josephine Birdwell,

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have this day bargained and sold, and do hereby transfer and convey unto the said

~~Robert Lee Maynard & Wife, Elizabeth E. Maynard,~~ heirs and assigns,

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

TRACT NO. 1: Being part of Lot No. 13 on the Plan of the Anderson Estates, as of record in Book 1130, page 37, Register's Office for said County, being the northerly half of Lot No. 161, on the plan of the re-subdivision of Lots Nos. 1 and 13 of said Anderson Estates, not of records, described as follows:

Beginning on the easterly margin of Scalf Drive at the corner of Lots Nos. 160 and 161, being 118 feet, more or less, south of the southerly margin of Roosevelt Avenue, thence with the line between said two lots, eastwardly 158 feet to the common corner of Lots Nos. 160, 161 and 120 and 121; thence with the line between lots Nos. 161 and 120, southwardly 50 feet; thence westwardly 158 feet, more or less, to the easterly margin of Scalf Drive; thence with said Drive northwardly 50 feet to the beginning.

Being the same property conveyed to Joel Birdwell and wife, Josephine Birdwell by deed from Odell Birdwell and wife, Nelodee Birdwell, in Book 4058, page 616, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to easements for a TVA Power Line as referred to in the deed from John W. Anderson and wife to Howard William Taylor of record in Book 1248, page 591, and Restrictive Covenants in Book 1811, page 342, and Book 1248, page 591 said Register's Office.

TRACT NO. 2: Being the south 50 feet of Lot No. 161 on the unrecorded resubdivision of Lots 1 and 13 of the Anderson Estates, of record in Book 1130, page 37, Register's Office for said County, described as follows:

Beginning at a point in the easterly margin of Scalf Drive at the common corner of Lots Nos. 161 and 162; thence with the line between said lots, easterly 159.7 feet to the common corner of Lots Nos. 118, 119, 161, and 162; thence with the line between lots Nos. 161, and 119, northerly 50 feet to a point; thence westwardly 160.3 feet, more or less, to the easterly margin of Scalf Drive; thence with the margin of the same, southerly 50 feet to the beginning.

Being the same property conveyed to Joel Birdwell and wife, Josephine Birdwell, by deed from Odell Birdwell and wife, Nelodee Birdwell, as of record in Book 4058, page 616, Register's Office for Davidson County, Tennessee.

unimproved ( )
This is improved ( ) property, know as _____ (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 Joel Birdwell and wife, Josephine Birdwell, heirs and assigns forever. they covenant that they 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.

They further covenant and bind their heirs and representatives, to warrant and forever defend the title to said real estate to said Robert Lee Maynard and wife, Elizabeth E. Maynard, 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 them in hand paid, they, the said Joel Birdwell and wife, Josephine Birdwell

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do hereby transfer and convey unto Robert E. L. Sutton, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

They, the said Robert Lee Maynard and wife, Elizabeth E. Maynard, 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 $6,000.00 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.

They 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 they 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 they, the said Robert Lee Maynard and Elizabeth Ellipthope Maynar 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 they 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; they 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. they 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. they 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 Robert Lee Maynard and wife Elizabeth E. Maynard, 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 Robert E. L. Sutton, 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 Joel S. Birdwell and wife, Josephine B. Birdwell and Robert Lee Maynard and wife Elizabeth E. Maynard hereunto set our hands at Nashville, Tennessee, this the 9 day of Sept. 1972

Joel S. Birdwell
Josephine B. Birdwell
Robert Lee Maynard
Elizabeth E. Maynard

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Robert E. L. Sutton, a Notary Public in and for said County and State, the within named Joel S. Birdwell and wife, Josephine B. Birdwell and Robert Lee Maynard and wife Elizabeth E. Maynard 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 9 day of September, 1972

Commission Expires Nov 5, 1975

Robert E. L. Sutton, 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)

SEP 15 72	CONV	*6,000.00				
SEP 15 72	MORT'G	*3,600.00				
SEP 15 72	S'TAX		A*	15.60		
SEP 15 72	S'TAX		A*	1.60		
SEP 15 72	PR'FEE		A*	.50		
SEP 15 72	W'DEED		A*	10.00	*	27.70

INSTALLMENT DEED

FROM JOEL BIRDWELL et ux

TO ROBERT LEE MAYNARD et ux

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

B 7 6 1 9 2

IDENTIF. REFERENCE

SEP 15 2 49 PM '72

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert Lee Maynard (NAME)	Same (NAME)	43-1
212 Sealy Dr (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	PAR 5-6
Nashville Tenn. (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	110

THIS INSTRUMENT WAS PREPARED BY

Robert E. L. Sutton, Attorney
213 Third Avenue North
NAshville, Tennessee 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 6,000 ^{00} x Robert Lee Maynard
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 9 DAY OF Sept, 19 72.

Robert E. Sutton
Notary Public

MY COMMISSION EXPIRES: Nov 5, 1975

(AFFIX SEAL)