INSTALLMENT DEED

For and in Consideration of the sum of Four Thousand Five Hundred One and no/100 ($4,501.00) Dollars, of which One and no/100 ($1.00) Dollars, has been paid in cash by Therese H. Davidson the receipt of which is hereby acknowledged, and for the remainder of Four Thousand Five Hundred and no/100 ($4,500.00) Dollars, the said Therese H. Davidson has executed an Installment Deed Note for $4,500.00 at 7½ % per annum, payable in the amount of $65.00 per month, beginning October 1, 1972, and a like amount on the 1st day of each month thereafter, for ninety-one (91) installments,

all of said notes bearing 7½ 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, John W. Nolan, III, and Dorothy S. Nolan (widow of John W. Nolan, Jr.)

have this day bargained and sold, and do hereby transfer and convey unto the said Therese H. Davidsn, her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING lots 1213 and 1215 of Block 185, Plan No. 1, West Nashville. And more particularly described as follows:

SAID lots front together 50 feet on the North side of Kentucky Avenue and extend between parallel lines 150 feet to an alley, and being city number 5312 Kentucky Ave, Nashville, Tennessee, Davidson County.

BEING the same property conveyed by installment deed to Alex Scott and daughter, Jossie Scott, from B. Levitain and wife, of record in Book 1304, page 93, for the Register's Office of Davidson County, Tennessee. BEING the same property conveyed to B. Levitain and wife, Fannie Levitain, from J. McEwen Ranson and wife, of record in Book 674, page 650 of the Register's Office for Davidson County, Tennessee. BEING the same property conveyed to J. McEwen Ranson and wife from the County Court Clerk, of record in Book 515, page 517, of the Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to John W. Nolan, Jr., and John W. Nolan, III, by warranty deed of record in the Register's Office for Davidson County, Tennessee, in Book 3952, page 77.

This is unimproved ( ) improved ( ) property, know as 5312 Kentucky Avenue, Nashville, Tennessee 37209 (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 Therese H. Davidson 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., except for the 1972 real property taxes which are to be pro rated.

We further covenant and bind our heirs and representatives, to warrant and forever defend the title to said real estate to said Therese H. Davidson, her 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, I, the said Therese H. Davidson

do hereby transfer and convey unto Harry S. Lester, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Therese H. Davidson 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 $3,500.00 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.

I 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 I 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 I, the said Therese H. Davidson 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 I 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; and if I 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. I 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. I 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 Therese H. Davidson, her 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 Harry S. Lester, 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 John W. Nolan, III and Dorothy S. Nolan and Therese H. Davidson hereunto set our hands at Nashville, Tennessee, this the 22nd day of Sept. 19 72

John W. Nolan III

Dorothy S. Nolan

Therese H. Davidson

STATE OF TENNESSEE
Davidson County

Personally appeared before me, James M. Brewer, a Notary Public in and for said County and State, the within named John W. Nolan, III and Dorothy S. Nolan

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 22nd day of Sept, 19 72

James M. Brewer, Notary Public.

Commission Expires 4-26-76

STATE OF TENNESSEE
DAVIDSON **County.**

Personally appeared before me, James M. Brewer, a Notary Public in and for said County and State, the within named Therese H. Davidson

the bargainor ____, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville this 23rd day of Sept, 19 72

James M Brewer, Notary Public.

Commission Expires 4/26/76

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, BOOK 4643 PAGE 27, 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)

OCT-3 72 CONV *4,500.00
OCT-3 72 MORT'G *4,500.00
OCT-3 72 S'TAX A* 11.70
OCT-3 72 S'TAX A* 2.50
OCT-3 72 PR'FEE A* .50
OCT-3 72 W'DEED A* 8.00 * 22.70

INSTALLMENT DEED

FROM
John W. Nolan, III
and Dorothy S. Nolan
TO
Therese H. Davidson

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

B 78446

IDENTIF. REFERENCE

OCT 3 2 17 PM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mrs. Therese Davidson (NAME)	Mrs. Therese Davidson (NAME)	Map 91-7
152 Oak Park Drive (STREET ADDRESS OR ROUTE NUMBER)	152 Oak Park Drive (STREET ADDRESS)	Parcel 202
Nashville Tenn. (CITY) (STATE) (P. O. ZIP)	Nashville Tenn. (CITY) (STATE) (ZIP)	12W16020

THIS INSTRUMENT WAS PREPARED BY

JOHN W. NOLAN, III
Attorney at Law
214 Third Avenue North
Nashville, Tennessee 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 4500.00 J.K. Davidson
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 3rd DAY OF October, 1972

Notary Public

MY COMMISSION EXPIRES: Dep Register