BOOK 1646 PAGE 365

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

JOE PARKER PATY, ET UX

TO

DON B. TOLBERT, ET UX

For draftsman's use

This Instrument prepared
By:
J. J. FOLEY, JR. ATTORNEY
521 Stahlman Building
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Don B. Tolbert, et ux (NAME)	First & Mid South Mortgage Co. (NAME)	Map 95-7
312 Blue Hills Drive (STREET ADDRESS OR ROUTE NUMBER)	10th Floor -Nashville City Bank Bldg. (STREET ADDRESS)	Parcel 80
Nashville, Tenn. 37214 (CITY) (STATE) (P. O. ZIP)	Nashville, Tenn. (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE T

Oct 13 11 39 AM '72

FELIX A. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 23,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20th DAY OF September, 1972.

Notary Public

MY COMMISSION EXPIRES:

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Twenty-three Thousand and No/100---------- ($23,000.00)---------- DOLLARS

of which $ 1,000.00 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 (1) assumed andagreed to pay the unpaid balance owing on a certain note to First and Mid-South Mortgage Company, in the original principal amount of $16,500.00, of record in Book _____, page _____, Register's Office for Davidson County, Tennessee, and for the remainder have (2) executed their joint promissory note of even date herewith in the amount of $8,415.99, payable in 60 monthly installments, with the first payment due on the 1st day of October, 1972, and thereafter on or before the 1st day of each succeeding month a like sum, including interest at the rate of 7% per annum, for a period of 5 years, at which time the remaining unpaid balance shall become due and payable. Subject, however, to maker's option to renew the remaining balance at the same rate of interest and monthly payment. If said option is renewed then said payments shall run until the indebtedness is fully paid.

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,

we, Joe Parker Paty and wife, Margaret Ann Paty

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Don B. Tolbert and wife, Donna V. Tolbert

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

Land in Davidson County, Tennessee, being Lot No. 219 on the Plan of Merry Oaks, as of record in Book 1835, pages 67 and 68, Register's Office for said County.

SAID Lot No. 219 fronts 118 feet on the westerly side of Blue Hills Road and extends back between lines, 163.5 feet on the northerly line and 109 feet on the southerly line, to a dead line in the rear on which it measures 132 feet.

BEING the same property conveyed to Joe Parker Paty and wife, Margaret Ann Paty, by deed from Edwin A. Clark and wife, Cecilia G. Clark, of record in Book 3462, page 1, Register's Office for Davidson County, Tennessee.

Joe P. Paty is one and the same as Joe Parker Paty and Ann G. Paty is one and the same as Margaret Ann Paty.

This is unimproved ( ) improved (XX property, known as 312 Blue Hills Drive, Nashville, Tennessee 37214
(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 seised 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 J. J. Foley, Jr., 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 insurable value 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 20th day of September 19 72.

Joe Parker Paty — Don B. Tolbert

Margaret Ann Paty — Donna V. Tolbert

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Joe Parker Paty and wife, Margaret Ann Paty, and Don B. Tolbert and wife, Donna V. Tolbert 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, Tennessee, this 14th day of September, 19 72.

Patricia Kantz, Notary Public.

Commission expires Oct. 19, 1974.

OCT 13 CONV 23,000.00
OCT 13 MORT'G *8,415.99
OCT 13 S'TAX A* 59.80
OCT 13 S'TAX A* 10.40
OCT 13 PR'FEE A* .50
OCT 13 W'DEED A* 4.00 * 70.70

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 .....