INSTALLMENT DEED

For and in Consideration of the sum of ($19,500.00)

Nineteen Thousand Five Hundred and - - - - - - - - - - - - - 00/100 Dollars,

of which Ten Thousand and - - - - - - - - - - - - - -00/100($10,000.00) Dollars,

has been paid in cash by James C. Eller

the receipt of which is hereby acknowledged, and for the remainder of $9,500.00

Nine Thousand Five Hundred and - - - - - - - - - - - - - 00/100 ($9,500.00) Dollars,

the said James C. Eller has executed an Installment Deed Note of even date herewith in the principal sum of Nine Thousand Five Hundred and 00/100 ($9,500.00) Dollars and payable to J. E. Turley and wife, Edna W. Turley in 120 monthly installments as follows: On the 1st day of January, 1973 the sum of One Hundred Twelve and 77/100 ($112.77) Dollars and a like installment on the 1st day of each succeeding month until the amount of both principal and interest are paid in full. The monthly installments include interest at the rate of Seven and one-half (7 1/2%) per cent interest per annum.

all of said notes bearing seven and one-half 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, J. E. Turley and wife Edna W. Turley

have this day bargained and sold, and do hereby transfer and convey unto the said James C. Eller, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 14 on the Map of Section One, Rothwood, as of record in Book 1424, page 134, Register's Office for said County.

Said Lot No. 14 fronts 70 feet on the easterly side of Ambrose Avenue and runs back between parallel lines 212.7 feet to a dead line.

Being the same property conveyed to J. E. Turley and wife, Edna W. Turley, by deed from Charles D. Black and wife, Elizabeth Roberts Black, of record in Book 3277, page 241, Register's Office for Davidson County, Tennessee.

NOV30 72	CONV	19,500.00			
NOV30 72	MORT'G	*9,500.00			
NOV30 72	S'TAX		A*	50.70	
NOV30 72	S'TAX		A*	7.50	
NOV30 72	PR'FEE		A*	.50	
NOV30 72	M'DEED		A*	8.00	* 66.70

This is unimproved ( ) improved (X) property, know as 3010 Ambrose Avenue 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 James C. Eller, his 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 James C. Eller his 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 me in hand paid, I, the said James C. Eller

do hereby transfer and convey unto Edward O. Davenport, 3927 Thackeray Dr. Nashville, 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 James C. Eller 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 $ 9,500.00 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 James C. Eller 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; 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 James C. Eller 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 Edward O. Davenport, 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 J. E. Turley and wife Edna W. Turley and James C. Eller hereunto set our hands at Nashville, Tennessee, this the 30th day of November 1972

J. E. Turley
Edna W. Turley
James C. Eller

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 J. E. Turley and wife, Edna W. Turley and James C. Eller

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 30th day of November, 1972

Paul G. Blankenship, Notary Public.

Commission Expires August 14, 1976

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 _____

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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 8 6 0 2 3

IDENTIF. REFERENCE

Nov 30 3 39 PM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James C. Eller (NAME)	James C. Eller (NAME)	Map 72-5
705 Gallatin Road (STREET ADDRESS OR ROUTE NUMBER)	705 Gallatin Road (STREET ADDRESS)	Parcel 46
Madison, Tennessee 37115 (CITY) (STATE) (P. O. ZIP)	Madison, Tennessee 37115 (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

$ 19,500.00 R. M. Cogan
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th DAY OF November 1972.

Paul G. Blankenship
Notary Public

MY COMMISSION EXPIRES AUGUST 14, 1976

(AFFIX SEAL)