BOOK 1670 PAGE 543

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

Ray Curley Pulley and wife, Lillian Annette Thomas Pulley

TO

Jerry E. Stewart and wife, Oza H. Stewart

For draftsman's use

Prepared by: William G. Traber, Attorney
2525 Lebanon Road Nashville, Tennessee

MAIL TO:
W. G. TRABER
2525 LEBANON ROAD
NASHVILLE, TENN. 37214

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Jerry E. Stewart (NAME)	same (NAME)	Map 121
Pleasant Hill Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 48.1
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	Mo

(FOR REGISTER'S USE)

Filed for record this 3rd day of Jan 1973
at 11:30 O'clock A.M.
Noted in Note Book 17 Page #225
Recorded in Deed Book #340 Page #342
in the Register's Office, for
Wilson County, Tennessee.
On this 3rd day of Jan 1973
Margie Trice Register
By C. Hallman Dep. Reg

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$25,000.00 x Valerie Atkisson
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 2nd DAY OF January 1973.

William G. Traber
Notary Public

MY COMMISSION EXPIRES: 11-20-1976

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY TENN.

FOR AND IN CONSIDERATION OF the sum of Twenty-five thousand and no/100---------- DOLLARS

of which $ 3,000.00 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 executed one note in the amount of $22,000.00 payable to Ray Curley Pulley and wife, Lillian Annette Thomas Pulley in 20 years at an interest rate of 7% per annum as stated therein.

State Tax $ 50
Fee $
Recording Fee $
Total $ 20.50
Recpt. No. $

MARGIE L. TRICE
REGISTER OF DEEDS
WILSON CO. TENN.

Recpt. No. $
Total $ 20.50
Recording Fee $ 20.00
Fee $ .50
State Tax $ 50.00

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,

Ray Curley Pulley and wife, Lilliam Annette Thomas Pulley

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

Jerry E. Stewart and wife, Oza H. Stewart

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

Land in the Third Civil District of Davidson County, Tennessee, and being described according to an unrecorded survey made by John M. Sullivan, Civil Engineer, dated August 6, 1964, as follows, to wit:

Beginning at a point in the center of the intersection of Pulley Road and Pleasant Hill Road; thence in a southerly direction along the center line of Pleasant Hill Road 147.6 feet to a point; thence in a easterly direction 163.1 feet to a point; thence north 147.6 feet to a point; thence north 37° 01' west 162.5 feet to a point in the center line of Pulley Road; thence south 17° 44' east 99.3 feet to a point in the center line of Pulley Road; thence continuing along the center line of Pulley Road south 60° 07' east 183.3 feet to the point of beginning.

Being the same property conveyed to Ray Curley Pulley and wife, Lillian Annette Thomas Pulley by deed from John L. Wood, Joe G. Qualls and Robert L. Tucker, Trustees of Pleasant Hill Church of Christ, as of record in Deed Book 4097, page 748, in the Register's Office for Davidson County, Tennessee.

It is understood and agreed that the Vendor's Lien set forth herein can not be assumed without the Vendor's written permission, but such permission shall not be unreasonably withheld. Grantee agrees to furnish Grantor with memoranda of insurance *

This is unimproved ( ) improved (X) property, known as Pleasant Hill Road & Pulley Road Nashville
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

* and paid tax receipts annually.

RECORDER'S MEMO: Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received

Davidson County

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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 W. G. Traber 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 $ 25,000.00 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 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 maturity 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 2nd day of January 1973.

Ray Curley Pulley
Ray Curley Pulley

Jerry E. Stewart
Jerry E. Stewart

Lillian Annette Thomas Pulley
Lillian Annette Thomas Pulley

Oza H. Stewart
Oza H. Stewart

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 Ray Curley Pulley, Lillian Annette Thomas Pulley, Jerry E. Stewart, and Oza H. Stewart

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 2nd day of January, 1973.

WM. G. TRABER NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Notary Public

Commission expires 11-20-1976

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 .

JAN 9 CONV 25,000.00
JAN 9 MORT'G 22,000.00
JAN 9 T'DEED A* 4.00 * 4.00

FELIX E. PHILSON CLERK & REGISTER DAVIDSON COUNTY, TENN.
JAN 10 24 AM '73
IDENT. REFERENCE

B90385