Map 5
Par. 13

INSTALLMENT DEED

For and in Consideration of the sum of TWELVE THOUSAND AND NO/100 ----------
----------($12,000.00)---------- Dollars,
of which TWO THOUSAND AND NO/100 ----------($2,000.00)---------- Dollars,
has been paid in cash by Lena G. Hewitt
the receipt of which is hereby acknowledged, and for the remainder TEN THOUSAND AND NO/100---
----------($10,000.00)---------- Dollars,
the said Lena G. Hewitt has assumed and agreed to pay $3,141.44, said sum being the unpaid balance of a certain note which is secured by an installment deed of record in Book 3768, page 330, Register's Office for Davidson County, Tennessee, and in further consideration has executed her one note of even date herewith in the original principal sum of $6,858.56 payable to the order of Anderson Davis and wife, Geraldine Davis, in monthly installments of $80.00 each, the first of which is due and payable on the 8th day of February, 1973, and a like amount on the 8th day of each succeeding month. Said installments to be applied first to interest at the rate of 7% per annum on the unpaid principal and balance to principal, 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~~ seven 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, Anderson Davis and wife, Geraldine Davis

have this day bargained and sold, and do hereby transfer and convey unto the said Lena G. Hewitt her heirs and assigns,

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

Land lying and being in the 14th Civil District of Davidson County, Tennessee, and described partly according to an unrecorded survey made by Steve Draper, as follows: BEGINNING at a point in the center line of Ridgewood Drive, said point being the southwest corner of the property conveyed to Jerry W. Vanderc ook, etux, as of record in Book 3968, page 257, Register's Office for Davidson County, Tennessee; thence with Vandercook's northwestern boundary line, northeasterly 526 feet; thence with said Vandercook's northern boundary line and the northeastern boundary line of the J. H. Davis Contractor, Inc., by deed from Georgia A. Colebrook, of record in Book 3670, page 53, said Register's Office, southeasterly 370 feet; thence north 4° east 490 feet to the center of Sycamore Creek; thence with the same, north 60° west 680 feet; thence north 72° 20' west 220 feet to a point; thence south 82° west 625 feet to a point; thence south 60° 30' west 148 feet to a point, the northeast corner of Connells property; thence with Connell's eastern boundary line, 190 feet to the northwest corner of the property conveyed to Thomas A. Warf, et ux, by deed of record in Book 3917, page 613, Register's Office for Davidson County, Tennessee; thence in an easterly direction along the northerly boundary line of Warf and John Kellison and wife's property, of record in Book 3809, page 265, said Register's Office to Kellisons northeast corner; thence along the easterly boundary line of the Kellison property, 260 feet to a point, said point being the northwest corner of the property belonging to Q. Hayes Coltharp, et ux, by deed of record in Book 4010, page 537, Register's Office for Davidson County, Tennessee; thence in an easterly direction along the northerly boundary line of Coltharp's property, 240 feet to a point; thence in a southerly direction along Coltharp's easterly boundary line, 350feet to the center of Ridgewood Drive; thence along the center of Ridgewood Drive in a southeasterly direction 245 feet to the point of beginning and containing 19.76 acres, more or less. BEING the same property conveyed to Anderson Davis and wife, Geraldine Davis, by deed from Northern Hills Realty Company, of record in Book 4195, page 929, Registers Office for Davidson County, Tennessee.

This is unimproved ( ) 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 Lena G. Hewitt, her 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 ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Lena G. Hewitt 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 Lena G. Hewitt

do hereby transfer and convey unto Lindley Murray, 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.

I, the said Lena G. Hewitt

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 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 Lena G. Hewitt 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; 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 Lena G. Hewitt 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 Lindley Murray, Jr., 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 Anderson Davis and wife, Geraldine Davis and Lena G. Hewitt hereunto set our hands at Nashville, Tennessee, this the 8th day of January 19 73

Lena G Hewitt
Geraldine Davis
Anderson Davis

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Anderson Davis and wife, Geraldine Davis AND Lena G. Hewitt

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 8th day of January, 19 73

Commission Expires May 15, 1973

J. Carl Smith, 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

BOOK 4674 PAGE 163

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)

JAN23 CONV 12,000.00
JAN23 MORT'G *6,858.56
JAN23 S'TAX A* 31.20
JAN23 S'TAX A* 4.90
JAN23 PR'FEE A* .50
JAN23 W'DEED A* 8.00 * 44.60

Attys Title 1165546

INSTALLMENT DEED

FROM
Anderson Davis and wife,

TO
Geraldine Davis

TO
Lena G. Hewitt

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

B92147

IDENTIF. REFERENCE

JAN 23 12 53 PM '73
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Lena G. Hewitt (NAME)	Lena G. Hewitt (NAME)	
2132 North Hamilton Road (STREET ADDRESS OR ROUTE NUMBER)	2132 North Hamilton Road (STREET ADDRESS)	
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37218 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

This instrument was prepared by
Jno. B. Cobb, Jr., Attorney at Law
Stahlman Building, Nashville, Tenn.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 12,000.00 _____ Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 8th DAY OF January 19 73

_____ Notary Public

MY COMMISSION EXPIRES: _____

(AFFIX SEAL)