MAIL TO: JIM STEVENS RLTY. AUCTION
3937 GALLATIN RD. NASHVILLE, TENN.

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

HATTIE WALLER

TO

WILLARD J. WALLACE, ETUX

For draftsman's use

Henry K. Buckner, Jr.
3937 Gallatin Rd.
Nashville, Tenn. 37216

BOOK 4686 PAGE 972

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Willard J. Wallace (NAME)	Same (NAME)	Map 72-6
3020 Gallatin Rd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 256
Nashville, Tenn. 37216 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	15D4-12120

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

MAR 7 11 26 AM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 13,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 26th DAY OF February, 19 73

Notary Public
My Commission Expires Sept 12, 1976

MY COMMISSION EXPIRES:

(AFFIX SEAL)

89736

FOR AND IN CONSIDERATION OF the sum of THIRTEEN THOUSAND AND NO/100 ($13,000.00) **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 this day executed their one promissory note in the principal sum of $10,000.00, payable to the order of Hattie Waller or H. E. Waller, III, in consecutive monthly installments of $100.54, including principal and interest, interest being at the rate of 7½% per annum on the unpaid principal sum which shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum until the entire amount, both principal and interest, has been paid. The first installment payment shall become due and payable on or before March 26, 1973, and thereafter, said consecutive monthly installment payments shall continue as aforesaid. Amounts paid will be credited first to interest accrued; the balance will be credited to the amount of unpaid principal sum.

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,

HATTIE WALLER, a widow

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Willard J. Wallace and wife, Kathleen T. Wallace

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

Land in Davidson County, Tennessee, being the **westerly** 65 feet front of Lot No. 15 and the easterly 47 feet front of Lot No. 14, and a small triangular strip of Lot No. 16 and a part of an alley South of Lot No. 16 on the Map of Bransford Realty Company's Subdivision of Maxey Avenue and Gallatin Road Property, of record in Book 332, Page 44, Register's Office for said County, described as follows:

Beginning at a point in the southerly margin of Maxey Avenue or Lane 6 feet West of the common corner of Lots Nos. 15 and 16 in said Subdivision; thence southerly 215 feet more or less to a point 6 feet East of the southeast corner of Lot No. 15 of said Subdivision; thence westerly with the southerly margin of Lots Nos. 15 and 16, 158 feet more or less to a point; thence northerly passing the northwest corner of an outhouse and passing on the westerly side of a maple tree, 215 feet more or less to a point in the southerly margin of Maxey Avenue or Lane; thence eastwardly with the southerly margin of Maxey Avenue or Lane, 112 feet to the point of beginning.

Being the same property vested in Hattie Waller, a widow, as the surviving tenant by the entireties of Harlin E. Waller, Jr., deceased: the said Harlin E. Waller, Jr., and wife, Hattie Waller having acquired same by deed from L. M. Nelson, Trustee, of record in Book 3398, Page 279, Register's Office for Davidson County, Tennessee.

This is ( ) unimproved (X) improved property, known as 1106 McGavock Pike (House Number) (Street) Nashville (P. O. Address) (City or Town) Tenn. (Postal Zone)

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

BOOK 4686 PAGE 973

MAIL TO: JIM STEVENS RLTY. AUCTION
3937 GALLATIN RD. NASHVILLE, TENN.

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 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 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 Tom G. Coleman, 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 interest 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 therein, 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 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 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 13 day of February 19 73.

Willard J. Wallace — x Hattie Waller
Hattie Waller
Kathleen T. Wallace

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

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ SHELBY }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Hattie Waller Hattie Waller

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 Memphis, Tennessee, this 13 day of February, 19 73

Georgia Epstein, Notary Public.

Commission expires May 25, 1973

MAR-73 CONV 13,000.00
MAR-73 MORT'G 10,000.00

MAR-73	S'TAX	A*	33.80		
MAR-73	S'TAX	A*	8.00		
MAR-73	PR'FEE	A*	.50		
MAR-73	W'DEED	A*	4.00	*	46.30

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Willard J. Wallace and wife, Kathleen T. Wallace

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 26 day of February, 1973.

Jim Stevens, Notary Public.

Commission Expires My Commission Expires Sept 12, 1976