Installment Deed

This instrument was prepared by Earl Thompson, Atty, Nashville, Tenn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO: BOOK 4694 PAGE 551	MAP-PARCEL NUMBERS
Gary L. Fisher (NAME)	Same (NAME)	112-45160
Hillcrest Drive (STREET ADDRESS OR ROUTE NUMBER)	Same (STREET ADDRESS)	Map 43-14
Madison, Tennessee 37115 (CITY) (P. O. ZONE) (STATE)	Same (CITY) (ZONE) (STATE)	Par-2 133 12

FOR AND IN CONSIDERATION of the sum of Nine Thousand Five Hundred ($9,500.00) ---------- *Dollars,*

of which One Thousand ($1,000.00)---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Eight Thousand Five Hundred ($8,500.00)---------- *Dollars,*

Gary L. Fisher and wife, G. Faye Fisher---------- ---------- *ha* ve *executed*

and delivered their Vendor's Lien Note payable to the order of Vestor G. Livingston and wife, Katherine H. Livingston which said note is payable in monthly installments of $100.00 each. Interest shall be paid at the rate of 6/10 of 1% per month on the unpaid principal balance, and when each payment is made, interest shall first be paid and the remainder of said payment shall be applied to principal. The first of said payments is due on or before May 1, 1973 and a like payment of $100.00 is due on or before the 1st day of each consecutive succeeding month thereafter until both principal and interest have been paid in full,

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Vestor G. Livingston and wife, Katherine H. Livingston---------- ---------- *have this day bargained and sold, and do hereby transfer and convey unto the said* Gary L. Fisher and wife, G. Faye Fisher, their---------- ---------- *(successors), heirs and assigns,*

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

Being Lots Nos. 18 and 19 and a 5 foot strip of the southerly parts of Lots Nos. 9, 10, 11, 12, 13, 14, 15, 16 and 17 of Block "A" on the Map of Yowell Place as of record in Book 974, page 61, Register's Office for Davidson County, Tennessee, more particularly described as follows: Said Lots Nos. 18 and 19 adjoin and front together 50 feet on the west side of Hillcrest Drive and run back between lines, 440 feet on the north line of Lot No. 18 and 424 feet on the south line of Lot No. 19 to a dead line on which they measure 53 feet.

Said Lots Nos. 18 and 19 are more particularly described as follows: Said Lots adjoin and front together 50 feet on the west side of Hillcrest Drive, and run back between lines, 440 feet on the north line of Lot No. 18 and 424 feet on the south line of Lot No. 19 to a dead line on which they measure 53 feet.

Being the same property conveyed to Vestor G. Livingston and wife, Katherine H. Livingston by deed from Charles D. Chamberlin and wife, Cora D. Chamberlin, of record in Book 1583, page 507, said Register's Office.

Said 5 foot strip of land is more particularly described as follows:

(CONTINUED)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 9,500.00

Subscribed and sworn to before me, this the ... day of March 1973

Gary L Fisher
Affiant

My commission expires: May 17, 1976 (Affix Seal)

T. Kay Ml. Pate
Notary Public

Beginning at the southeast corner of said Lot No. 17 which is also the northeast corner of Lot No. 18 of the same block and plan, which corner is the westerly right-of-way line of Hillcrest Drive, thence running from said point westerly with the north line of said Lot No. 18, 245 feet to a point in said line, being the southwest corner of Lot No. 9 of said block and plan; thence with the west line of said Lot No. 9 north 5 feet to a point in said line; thence at right angle in an easterly direction parallel to the north line of said Lot No. 18, 225 feet to the east line of said Lot No. 17 which is also the west right-of-way line of Hillcrest Drive; thence with said line south 5 feet to the point of beginning; and being a part of the above mentioned lots numbers 9 to 17, inclusive, last conveyed to Vester G. Livingston and wife, Katherine H. Livingston, by deed from Cecelia R. White, a widow, of record in Book 1733, page 459. Taxes for the year 1973 will be assumed by the purchasers herein.

This property is hereby conveyed subject to the easement rights obtained by the Metropolitan Government of Nashville, Davidson County, Tennessee from V. G. Livingston, et ux as the same appear of record in Book 4659, page 65, Register's Office for Davidson County, Tennessee.

APR-3	CONV	*9,500.00			
APR-3	MORT'G	*8,500.00			
APR-3	S'TAX		A*	24.70	
APR-3	S'TAX		A*	6.50	
APR-3	PR'FEE		A*	.50	
APR-3	W'DEED		A*	6.00	* 37.70

This is improved (X) property, known as 118 (House Number) Hillcrest Drive (Street) Madison (P. O. Address: City or Town)
unimproved ( )

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Gary L. Fisher and wife, G. Faye Fisher, their *(successors), 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* Gary L. Fisher and wife, G. Faye Fisher, their *(successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Gary L. Fisher and wife, G. Faye Fisher *hereinafter referred to as trustors, hereby transfer and convey unto* Earl Thompson, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $9,500.00, *or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.*

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 31st *day of* March, *19* 73.

C00795

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IDENTIF. REFERENCE

APR 3 12 06 PM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

X Vestor G. Livingston
Vestor G. Livingston

X Katherine H. Livingston
Katherine H. Livingston

X Gary L. Fisher
Gary L. Fisher

X G. Faye Fisher
G. Faye Fisher

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Lloyd W. Pate, *a Notary Public in and for said County and State,* Vestor G. Livingston and wife, Katherine H. Livingston and Gary L. Fisher and wife, G. Faye Fisher

the within named 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 Madison *Tennessee, this* 31st *day of* March, *19* 73.

Lloyd W. Pate *Notary Public*

Commission expires May 17, 1975