Prepared by: JOHN G. DOAK, ATTORNEY - 2525 Lebanon Rd. - Nashville, Tennessee 37214

BOOK 4695 PAGE 5

INSTALLMENT DEED

FROM:

R. L. Freeman, Trustee

TO:

B. B. Doubleday, Jr.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater for this transfer is $130,000.00.

B B Doubleday Jr.
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th DAY OF March, 1973.

Lee T. Noel
Notary Public

My commission expires:

February 16, 1977

NOTARY PUBLIC DAVIDSON COUNTY

Address New Owner As Follows:	Send Tax Bills To:	Map-Parcel Numbers
B. B. DOUBLEDAY, JR.	Same	105-11
1700 Hayes St.		205 thru
Nash. Tenn. 37203		214 pw

FOR AND IN CONSIDERATION OF the sum of One Hundred Thirty Thousand and no/100 ($130,000.00) Dollars of which $ 5000 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 an installment deed note of even date payable to the order of R. L. Freeman, Trustee, in the original principal amount of One Hundred Twenty Five Thousand and no/100 ($125,000.00) Dollars which is payable together with interest in monthly installments as therein specified;

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.

R. L. FREEMAN, TRUSTEE, WITH FULL POWER TO MORTGAGE, SELL, TRANSFER, CONVEY, OR OTHERWISE ENCUMBER ANY PART OR ALL OF THE SAME WITHOUT THE JOINDER OF ANY BENEFICIARY, hereinafter called the Grantor, has this day bargained and sold, and does hereby transfer and convey unto

B. B. DOUBLEDAY, JR., herein called Grantee, his heirs and assigns, certain real estate in Davidson County, Tennessee, to wit:

Ten Parcels of Land in Davidson County, Tennessee, described as follows:

PARCEL NO. 1:
Being the northerly portion of Lot No. 1 of Aldrich Bros. and Myers Subdivision, of record in Book 161, page 44, Register's Office for Davidson County, Tennessee. 105-11 209

Said part of Lot No. 1 fronts 74 feet on the easterly margin of Rains Avenue and extends back between lines 150 feet to a line in the rear measuring 73 feet to a proposed 15-foot alley.

PARCEL NO. 2:
Being Lot No. 3 and the southerly 6 feet of Lot No. 1 and the northerly 12 feet of Lot No. 5 of Aldrich Bros. and Myers Subdivision, of record in Book 161, page 44, Register's Office for Davidson County, Tennessee. 105-11 208

Said Lot No. 3 and the portions of Lots Nos. 1 and 5 front 68 feet on the easterly margin of Rains Avenue and extend back between parallel lines a distance of 150 feet to a proposed 15-foot alley.

PARCEL NO. 3:
Being the southerly 38 feet of Lot No. 5 and the northerly 30 feet of Lot No. 7 of Aldrich Bros., and Myers Subdivision , of record in Book 161, page 44, Register's Office for Davidson County, Tennessee. 105-11 207

Said portions of Lot No. 5 and Lot No. 7 front 68 feet on the easterly margin of Rains Avenue and extend back between parallel lines a distance of 150 feet to a proposed 15-foot alley. 105-11 206

PARCEL NO. 4:
Being the southerly 20 feet of Lot No. 7 and the northerly 48 feet of Lot No. 9 of Aldrich Bros., and Myers Subdivision, of record in Book 161, page 44, Register's Office for Davidson County, Tennessee.

Said portions of Lot No. 7 and Lot No. 9 fronts 68 feet on the easterly margin of Rains Avenue and extend back between parallel lines a distance of 150 feet to a proposed 15-foot alley.

PARCEL NO. 5:
Being Lot No. 11 and the southerly 2 feet of Lot No. 9 and the northerly 16 feet of Lot No. 13 of Aldrich Bros and Myers Subdivision, of record in Book 161, page 44, Register's Office for Davidson County, Tennessee. 105-11 205

Said Lot No. 11 and the portions of Lot No. 9 and Lot No. 13 front 68 feet on the easterly margin of Rains Avenue and extend back between parallel lines a distance of 150 feet to a proposed 15-foot alley.

PARCEL NO. 6:
Being the northerly portion of Lot No. 2 of Aldrich Bros., and Myers Subdivision, of record in Book 161, page 44, Register's Office for Davidson County, Tennessee. 105-11 210

Said Northerly portion of Lot No. 2 fronts 72 feet on the westerly side of Byrum Avenue and Extends back between lines in a westerly direction a distance of 150 feet to a line in the rear measuring 73 feet to a proposed 15-foot alley.

PARCEL NO. 7:

Being Lot No. 4 and the southerly 6 feet of Lot No. 2 and the northerly 12 feet of Lot No. 6 of Aldrich Bros. and Myers Subdivision, of record in Book 161, page 44, Register's Office for Davidson County, Tennessee. 105-11 211

Said Lot No. 4 and the southerly 6 feet of Lot No. 2 and the northerly 12 feet of Lot No. 6 front 68 feet on the westerly margin of Byrum Avenue and extend back between parallel lines, a distance of 150 feet to a proposed 15-foot alley.

PARCEL NO. 8:

Being the southerly 38 feet of Lot No. 6 and the northerly 30 feet of Lot No. 8 of Aldrich Bros., and Myers Subdivision, of record in Book 161, page 44, Register's Office for Davidson County, Tennessee. 105-11 212

Said portions of said Lot No. 6 and Lot No. 8 front 68 feet on the westerly margin of Byrum Avenue and extend back between parallel lines a distance of 150 feet to a proposed 15-foot alley.

PARCEL NO. 9:

Being the southerly 20 feet of Lot No. 8 and the northerly 48 feet of Lot No. 10 of Aldrich Bros., and Myers Subdivision, of record in Book 161, page 44, Register's Office for Davidson County, Tennessee. 105-11 213

Said portions of Lot No. 8 and Lot No. 10 front 68 feet on the westerly margin of Byrum Avenue and extend back between parallel lines a distance of 150 feet to a proposed 15-foot alley.

PARCEL NO. 10:

Being Lot No. 12 and the southerly 2 feet of Lot No. 10 and the northerly 16 feet of Lot No. 14 of Aldrich Bros. and Myers Subdivision, of record in Book 161, page 44, Register's Office for Davidson County, Tennessee. 105 11 214

Said Lot No. 12 and the portions of Lot No. 10 and Lot No. 14 front 68 feet on the westerly margin of Byrum Avenue and extend back between parallel lines a distance of 150 feet to a proposed 15-foot alley.

BEING THE SAME PROPERTY conveyed to R. L. Freeman, Trustee, with full power to mortgage, sell, transfer, convey, or otherwise encumber any part or all of the same without the joinder of any beneficiary, by deed from Residential Investments, Inc., of record in Book 4354, page 241, Register's Office for Davidson County, Tennessee.

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, except for two mortgages of record in Book 3887, page 668 and Book 3611, page 331, Register's Office for Davidson County, which grantor agrees to pay when and as due. 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 JOHN G. DOAK, 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 $ FULL 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 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 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

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

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 grantor and grantee, have hereunto set our hands this the 30 day of March, 1973.

R. L. Freeman, Trustee — R. L. FREEMAN, TRUSTEE

B. B. Doubleday Jr. — B. B. DOUBLEDAY, JR.

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 R. L. Freeman, Trustee with full power to mortgage, sell, transfer, convey, or otherwise encumber any part or all of the same without the joinder of any beneficiary, and B. B. Doubleday, Jr., 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 March, 1973.

Lee F. Noel
NOTARY PUBLIC

NOTARY PUBLIC 2-16-77 DAVIDSON COUNTY, TENN.

My commission expires:

February 16, 1977

C00991

IDENTIF. REFERENCE

APR 4 11 04 AM '73

FELIX Z. ... REGISTER
DAVIDSON COUNTY, TENN.

APR-4-73	CONV	99,000.00		
APR-4-73	CONV	31,000.00		
APR-4-73	MORT'G	99,000.00		
APR-4-73	MORT'G	26,000.00		
APR-4-73	S'TAX		A* 338.00	
APR-4-73	S'TAX		A* 123.00	
APR-4-73	PR'FEE		A* .50	
APR-4-73	W'DEED		A* 10.00	* 471.50