BOOK 4703 PAGE 884

INSTALLMENT DEED

FORM 1008

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
George H. Jones, et ux	SAME	Map. 55-16
(NAME:)	(NAME:)	
1722 River Dr.		Par. 48
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tn. 37218		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION OF the sum of Four Thousand Nine Hundred ($4,900.00)----------
----------DOLLARS

of which $ 300.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees hereby agree to assume payment of the unpaid balance together with interest on an existing promissory note in an original principal amount of Three Thousand Seven Hundred Fifty Dollars ($3,750.00) payable in 180 monthly installments of $31.65 each, including principal and interest at the rate of 6% per annum, of record Book 3679, page 52, Register's Office, Davidson County, Tennessee. And for and in further consideration for this transaction, Grantees hereby agree to execute their promissory note to Grantor in the principal amount of One Thousand Fifty Dollars ($1,050.00) together with interest at the rate of seven percent (7%) per annum on the unpaid balance. Said note together with interest to be paid on or before July 21, 1973.

MAY-3[illegible]	CONV	*4,900.00			
MAY-3[illegible]	S'TAX		A*	12.74	
MAY-3[illegible]	PR'FEE		A*	.50	
MAY-3[illegible]	W'DEED		A*	4.00	* 17.24

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,

C. & T. Painting and Decorating, Inc.

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

George H. Jones and wife, Pauline G. Jones

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

Being Lot No. 10 of Block B.B. on the revised map of Fairview Subdivision as of record in Book 1130, page 54, Register's Office, Davidson County, Tennessee.

Said lot No. 10 fronts 100 feet on the westerly side of Highway No. 112 and runs back between parallel lines 200 feet to a dead line.

Being the same property conveyed to C. & T. Painting and Decorating, Inc. by Quitclaim Deed from Tommy Tomaszewski and Elvin Crocker, of record in Book 4702, page 107, Register's Office for Davidson County, Tennessee.

It is understood and expressly agreed that this conveyance is made subject to the remaining unpaid balance of a promissory note from Tommy Tomaszewski and Elvin Crocker to Edward B. Clark in the principal amount of $1,000.00 payable on demand and bearing interest at a rate of 5% per annum, secured by a Deed of Trust of record in Book 4690, page 430, Said note together with interest shall be paid by Grantor on or before date of payment of the promissory note executed by Grantees to Grantor executed as part of the consideration herein, and Grantor shall be responsible for and pay cost of filing a release therefor.

This is unimproved ( ) improved (X) property, known as Lot 10, Block B.B., Highway 112, Davidson County, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 as shown above and of record.

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 Richard H. King, 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 $ insured 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 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 be 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 May 19 73.

Joseph Edward Clark — George H. Jones

Sec. of Treasurer — Pauline G. Jones

of C & T Painting & Decorating Inc.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property (whichever is greater) is $ 4900.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

Joseph E Clark - Lien

Sworn to and subscribed before me this 2 day of May, 1973.

Evelyn Phillips
Notary Public

My commission expires: 2-4-76

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me Evelyn Phillips, a Notary Public in and for said County and State, the within named George H. Jones and wife, Pauline G. Jones 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 this 2 day of May 1973

Commission Expires 2-4-76 Evelyn Phillips Notary Public.

STATE OF TENNESSEE
DAVIDSON County

Before me, Evelyn Phillips a Notary Public within and for the State and County aforesaid, personally appeared Joseph Edward Clark and _____, with whom I am personally acquainted and who upon {his oath} acknowledged {himself} to be the Secretary-Treasurer and _____ respectively of the C & T. Painting and Decorating, Inc. the within named bargainor, a corporation, and that {he} as such Secretary-Treasurer and _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said Joseph Edward Clark as such Secretary-Treasurer and attesting the same by the said Joseph Edward Clark as such Secretary-Treasurer

WITNESS my hand and official seal at office at Nashville, Tenn. on this the 2 day of May 1973

My commission expires 2-4-76 Evelyn Phillips Notary Public

INSTALLMENT DEED

FROM
C. & T. Painting & Decorating, Inc.

TO
George H. Jones, et ux

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

This Instrument Prepared By:
GRACEY, BUCK, MAUDIN & COWAN
Roland M. Lowell
500 Court Square Building
Nashville, Tennessee 37201

C 0 5 0 0 3

IDENTIF. REFERENCE

MAY 3 11 36 AM '73
FELIX E. WILSON II REGISTER
DAVIDSON COUNTY, TENN.