Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mrs. Linda Fay Yarbrough (NAME)	to the owner at the (NAME)	Map 72-09
1004 Carolyn Avenue (STREET ADDRESS OR ROUTE NUMBER)	opposite address (STREET ADDRESS)	Par 407
Nashville, Tenn. 37216 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	15 Da

FOR AND IN CONSIDERATION of the sum of TEN THOUSAND FOUR HUNDRED & SEVENTEEN DOLLARS AND 94 cents($10,417.94), which consists of the assumption of xxxxx xxxxx the first mortgage indebtedness in the principal amount of $7,817.94 which is of record in Book 3294, page 123 of the xxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx Register's Office for Davidson County, Tenn. and for the remainder of the purchase price the vendee has xxxxx executed her promissory note in the principal amount of $2600.00 payable to the order of R.Edward McDaniel Jr., same bearing interestxxxxxxxxxx from May 1, 1973 at the rate of 6 per cent per annum, being payable in the sums of $50.27 on the first day of each month commencing June 1, 1973, which payments are to be credited first to interest to date and the balance in reduction of the principal, each payment being granted a grace period of ten days, with privilege granted the vendee of paying any number of said monthly payments on any paying date,

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, We, R.Edward McDaniel Jr., and wife, Joann G. McDaniel *have this day bargained and sold, and do hereby transfer and convey unto the said* Linda Faye Yarbrough, her xxxxxxxx, *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being the westerly 50 feet of Lot No. 32 on the Plan of Irvington, as of record in Book 843, Page 60, Register's Office for said County.

Said part of said lot fronts 50 feet on the south side of Carolyn Avenue and runs back between parallel lines 170.5 feet to an alley.

Being the same property conveyed to R.Edward McDaniel Jr. by deed from Mrs. Cornelia O. Foster, of record in Book 3985, page 559 said Register's Office.

Said R.Edward McDaniel Jr., hereby assigns to the vendee the escrow account with Dobson & Johnson, Inc. and the unexpired insurance on said property, the vendee assuming the 1973 taxes thereon. Said property is sold subject to said 1973 taxes, the restrictions recorded in Book 918, page 500 and limitations shown on the map of record in Book 843, page 60, said Register's Office.

The conveyance in trust is to secure not only said $2600.00 second mortgage indebtedness but same secures the payments, terms and provisions as provided in said first mortgage.

This instrument was drawn by E.T. Hollins Jr., 903 Stahlman Bldg., Nashville, Tenn. 37201. Said first mortgage indebtedness bears $5\frac{1}{4}$ per cent interest and the next payment will be due on same on May 1,1973 in the amount of $78.49

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }
The actual consideration or value whichever is greater, for this transfer is $ 10,417.94
Subscribed and sworn to before me, this the 8 day of May [signature], Affiant
~~April~~ May, 19 73. [signature], Notary Public
My commission expires: 11/19/75 (Affix Seal)

This is ~~unimproved~~ improved (x) property, known as 1004 Carolyn Avenue, Nashville, Tenn. 37216 (House Number) (Street) (P. O. Address) (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Linda Faye Yarbrough, her *(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,* except as aforestated. We *further covenant and bind* ourselves and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Linda Faye Yarbrough, her *(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 Linda Faye Yarbrough *hereinafter referred to as trustors, hereby transfer and convey unto* E.T. Hollins Jr., *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 $ 10,000.00 *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 Registers 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.

Witness our hand s this the 27th day of April 1973 XXX, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

R. Edward McDaniel Jr.,

R. Edward McDaniel Jr.

Joann G. McDaniel

Joann G. McDaniel

Linda Faye Yarbrough

Linda Faye Yarbrough

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, [illegible] *a Notary Public in and for said County and State,* R. Edward McDaniel Jr., and wife, Joann G. McDaniel

two of

the within named 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 office in Nashville, *Tennessee, this* 27th *day of* April, *19* 73.

Notary Public

Commission expires May 10, 1976

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

MAY-9 CONV 10,417.94
MAY-9 MORT'G *2,600.00
MAY-9 STAMP Mary Lucy Dyce A* 27.04
MAY-9 SPECIAL Faye Yarbrough, one A* .60
MAY-9 PR'FEE A* .50
MAY-9 W'DEED A* 4.00 * 32.14

Personally appeared before me, [illegible] *a Notary Public in and for said County and State,* [illegible] *one of the* [illegible] *the within named bargainorS, 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 office in Nashville *Tennessee, this* 8th *day of* ~~April~~ May, *19* 73.

Notary Public

Commission expires My Commission Expires Feb. 10, 1974

INSTALLMENT DEED

FROM R. Edward McDaniel Jr. et ux

TO Linda Faye Yarbrough

C 0 5 7 0 6

IDENTIF. REFERENCE

MAY 9 8 56 AM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE