Deed prepared: James H. Hill, Atty., 320 So. Gallatin Road, Madison,Tenn.

Installment Deed

BOOK 4706 PAGE 16

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Mr.&Mrs. Kenneth E.Martin	Same	Map 43-13
(NAME): 117 Hardaway Drive	(NAME):	Par 245
(STREET ADDRESS OR ROUTE NUMBER) Goodlettsville,Tenn.37072	(STREET ADDRESS)	246
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Eighteen thousand and no/100 ($18,000.00) *Dollars, of which* Five thousand and no/100 ($5,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Thirteen thousand and no/100 ($13,000.00) *Dollars,*

the grantees *have executed*

An Installment Deed note in the principal sum of $13,000.00 of even date payable to Elsie Mae Eldridge Adams, in equal monthly installments of $125.21 per month which includes 7½% interest, first payment to commence thirty (30) days from date hereof and the same sum due on the same date of each consecutive month thereafter, until said note, principal and interest is 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, I, Elsie Mae Eldridge Adams, the grantor *have this day bargained and sold, and do hereby transfer and convey unto the said* Kenneth E. Martin and wife, Linda F. Martin, the grantees and their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being Lot no. 10 and the southerly part of Lot no.11 of Block"I"on the Plan of Forest Park Subdivision,at Madison, Tennessee, as of record in Book 843, page 44, Register's Office for said County, described as follows:

BEGINNING on the southerly margin of Oak Street at the corner of Lots Nos.9 and 10;thence with the line between said two lots southwardly 291 feet;thence south 86 deg.east 100 feet to the southeast corner of Lot no.11;thence with the easterly line of said Lot no.11,north 3 deg.East 296 feet to the southeast corner of the property conveyed to J.H.Gardenhire by deed from C.C. Hamilton, et al,of record in Book 1110,page 221,said Register's Office; thence with said Gardenhire's southerly line westwardly 50 feet to the southeast corner of Second Avenue and Oak Street, continuing westwardly and with the southerly margin of Oak Street 50 feet, in all 100 feet,to the beginning.

BEING the same property conveyed to Elsie M. Eldridge Adams by deed from John C. Vandiver and wife, Doye Brown Vandiver, of record in Book 1305,page 253; and by Decree of Probate Court of Metropolitan Davidson County, a certified copy of which is of record in Book 4094,page 955;said Register's office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 18,000.00

Subscribed and sworn to before me, this the 9th day of May 19 73

Kenneth E. Martin
Affiant

My commission expires: November 6th, 1976 (Affix Seal)

Billy M. Howell
Notary Public

This is unimproved ( ) improved (X) property, known as 136 Elm Street, Madison, Tennessee
(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 grantees and their *(successors), heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

I *further covenant and bind* myself and my *heirs and representatives, to warrant and forever defend the title to said real estate to said* grantees and 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 grantees *hereinafter referred to as trustors, hereby transfer and convey unto* J. L. Carden, *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 $ 13,000.00, *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 hands this 9th day of May, 19 73 the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Elsie Mae Eldridge Adams

Kenneth E. Martin

Linda F. Martin

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Elsie Mae Eldridge Adams, Kenneth E. Martin and wife, Linda F. Martin

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 9th day of May, 19 73

Billy H. Howell Notary Public

Commission expires November 6th, 1976

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, _____ a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted and who upon oath, acknowledged _____ self to be _____ of the _____ the within named bargainor, a corporation, and that he as such _____ being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by _____ self as _____

Witness my hand and seal, at office in _____ this _____ day of _____, 19 _____

_____ Notary Public

Commission expires _____

MAY 10 CONV 18,000.00
MAY 10 MORTG 13,000.00
MAY 10 STAX A* 46.80
MAY 10 STAX A* 11.00
MAY 10 PRFEE A* .50
MAY 10 WDEED A* 4.00 * 62.30

INSTALLMENT DEED

FROM Elsie Mae Eldridge Adams

TO Kenneth E. Martin and wife, Linda F. Martin

005976

IDENTIF. REFERENCE

MAY 10 2 00 PM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of Madison Title Company
320 Gallatin Road
MADISON, TENNESSEE 37115

Representing
Chicago Title Insurance Company
CHICAGO, ILLINOIS

MAIL TO: Mr. & Mrs. Kenneth E. Martin
17 Hardaway Drive
Goodlettsville, Tenn. 37072