This Deed Prepared By:
Leon Ruben, Attorney
125 Lafayette Street
Nashville, Tennessee 37210

Installment Deed

From information furnished by Seller.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO: BOOK 4708 PAGE 110	MAP-PARCEL NUMBERS
Donald R. Hamilton et al	SAME	92-13
(NAME)	(NAME)	208-113
2525 Brittany Drive		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	219 Pid
Nashville, TN 37206		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of $23,501.00

---Twenty-three thousand five hundred and no/100---------- *Dollars,*

of which $1.00

---------One---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ---------$23,500.00---------

--Twenty-three thousand five hundred and no/100---------- *Dollars,*

We, Donald R. Hamilton, Clarance L. Hamilton, Charles D. Hamilton

Vivian H. McIntyre and Beatrice H. Odom *have executed*

our joint promissory note in the principal sum of $23,500.00 of even date herewith which said note is payable to the order of R. E. Hamilton and wife Johnnie Nora Hamilton. Said note is payable within two years from date of deed without interest.

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, R. E. Hamilton and wife Johnnie Nora Hamilton

have this day bargained and sold, and do hereby transfer and convey unto the said Donald R. Hamilton, Clarance L. Hamilton, Charles D. Hamilton, Vivian H. McIntyre and Beatrice H. Odom their ~~heirs~~ *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

92-13 113

TRACT NO. 1 Being Lot No. 1 of Block 20 in the Charlotte Park Company's 2nd Addition, a plan of which is recorded in Book No. 57, pages 160 and 161, Register's Office for Said County.
Said Lot fronts 50 feet on the north side of Elkins, formerly 2nd Avenue, and extends back between parallel lines, and along the west margin of 39th Avenue, North, formerly "B" Street, 150 feet to an alley 20 feet wide, and shows 50 feet on said alley.
Being the same real property conveyed to R. E. Hamilton and wife Johnnie Nora Hamilton by deed from Alfred L. Gentry et al of record in Book 3785, page 49, Register's Office for Davidson County, Tennessee.

92-13 208

TRACT NO. 2 Being lot No. 8 of block 24 in the Charlotte Park Company's Second Addition to Nashville, as of record in book 57, pages 160 and 161, Register's Office for said County.
Said lot No. 8 fronts 50 feet on the southerly side of Elkins Avenue, formerly Second Avenue, and runs back between parallel lines with the easterly margin of 39th Avenue, North, formerly "B" Street, 150 feet to an alley.
Being the same property conveyed to R. E. Hamilton and wife Johnnie Nora Hamilton by deed from J. H. Osburn and wife Mary Allene Osburn of record in Book 4206, page 886, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 23,501.00

Affiant

Subscribed and sworn to before me, this the 17th day of May 1973

Notary Public

Mortgage Tax

TRACT NO. 3 Land in Davidson County, Tennessee, being the westerly 50 feet of the easterly 250 feet of Block No. 27 on the Map of Charlotte Park Company's Second Addition, extended as of record in book 421, page 10, Register's Office for said County.

92-13
219

Said part of Block No. 27 fronts 50 feet on the northerly side of Nevada, formerly Third Avenue, and runs back between parallel lines 150 feet to an alley.

Being the same property conveyed to R. E. Hamilton and wife Johnnie Nora Hamilton by deed from Jas. E. Covington, Clerk and Master, of record in Book 4090, page 78, Register's Office Davidson County, Tennessee.

C06970

IDENTIF. REFERENCE

MAY 17 11 28 AM '73

FELIX E. WILSON REGISTER
DAVIDSON COUNTY, TENN.

MAY17 CONV 23,501.00
MAY17 MORT'G 23,500.00
MAY17 S'TAX A* 61.10
MAY17 S'TAX A* 21.50
MAY17 P/FEE A* .50
MAY17 DEED A* 8.00 91.10

3900 Elkins Avenue
3813 Elkins Avenue
3808 Nevada Avenue

unimproved (_)
This is improved (X) property, known as ..... (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 Donald R. Hamilton, Clarance L. Hamilton, Charles D. Hamilton Vivian H. McIntyre and Beatrice H. Odom 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.

We further covenant and bind ourselves our heirs and representatives, to warrant and forever defend the title to said real estate to said Donald R. Hamilton et al 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 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 Donald R. Hamilton, Clarance L. Hamilton, Charles D. Hamilton, Vivian H. McIntyre and Beatrice H. Odom hereinafter referred to as trustors, hereby transfer and convey unto Leon Ruben, 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 insurable value 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

RECORDER'S MEMO:
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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.

BOOK 4708 PAGE 112

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 1st *day of* Dec., *19* 72

x Clarence L. Hamilton
Clarance L. Hamilton

x Donald R. Hamilton
Donald R. Hamilton

x Charles D. Hamilton
Charles D. Hamilton

x R. E. Hamilton
R. E. Hamilton

x Vivian H. McIntyre
Vivian H. McIntyre

x Johnnie Nora Hamilton
Johnnie Nora Hamilton

x Beatrice H. Odom
Beatrice H. Odom

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* R. E. Hamilton, Johnnie Nora Hamilton and Donald R. Hamilton

*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 Nashville *Tennessee, this* 1 *day of* December, *19* 72

J. L. Baird
Notary Public

Commission expires 2/16/74

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

STATE OF TENNESSEE }
COUNTY OF KNOX }

Personally appeared before me, the undersigned *, a Notary Public in and for said County and State,* Charles D. Hamilton

Charles D. Hamilton

the within named bargainor, with whom I am personally acquainted, and who acknowledged that he *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Knoxville, Tenn. *this* 20th *day of* November, 1972

Christine Coy *Notary Public*

Commission expires 7-22-74

STATE OF [redacted] } NORTH CAROLINA
COUNTY OF [redacted] } Rowan Co.

Personally appeared before me, the undersigned *, a Notary Public in and for said County and State,* Vivian H. McIntyre

Vivian H. McIntyre

the within named bargainor, 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 Fannapolis, N.C. *this* 22nd *day of* November, 1972

John H McIntyre *Notary Public*

Commission expires April 8th 1975

STATE OF TENNESSEE }
COUNTY OF [redacted] }

Personally appeared before me, [redacted] the undersigned *, a Notary Public in and for said County and State,* Beatrice H. Odom

Beatrice H. Odom

the within named bargainor, 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 Cleveland, Tennessee *this* 1st *day of* December, 1972

Eustice Echols *Notary Public*

Commission expires May 7, 1975

STATE OF [redacted] } MARYLAND
COUNTY OF [redacted] } Ann Arundel Co.

Personally appeared before me, the undersigned *, a Notary Public in and for said County and State,* of Maryland, Clarence L. Hamilton

Clarence L. Hamilton

the within named bargainor, with whom I am personally acquainted, and who acknowledged that he *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Anne Arundel Co, Maryland [redacted] *this* 8th *day of* November, 1972

Marie Combs Hawkins *Notary Public*

Commission expires July 1, 1974

INSTALLMENT

FROM R. E. HAMILTON ET UX

TO DONALD R. HAMILTON ET AL

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

Compliments of
GUARANTY T
Office of
CHICAGO TITLE INSURAN
American Trust Buildi
S. W. Cor. Third & Un
NASHVILLE, TENNES