INSTALLMENT DEED

For and in Consideration of the sum of Eighteen Thousand Seven Hundred Fifty and no/100 ($18,750.00) Dollars, of which Three Thousand and no/100 ($3,000.00) Dollars, has been paid in cash by H. Wayne Jackson and wife, Brenda E. Jackson the receipt of which is hereby acknowledged, and for the remainder Fifteen Thousand Seven Hundred Fifty and no/100 ($15,750.00) Dollars, the said H. Wayne Jackson and wife, Brenda E. Jackson have assumed and agree to pay the sum of $11,000.00 which is the balance as of this date of a Note secured by Deed of Trust to First and Mid-South Mortgage Company the above sum. Said Deed of Trust is recorded in Book 3851, page 944, Register's Office for Davidson County, Tennessee. For the remaining $4,750.00 the purchasers have executed one promissory note of even date herewith payable to the orded of Sellers as follows: the sum of $2,000.00 plus 6% interest from date of Note is due on or before October 1, 1973. The remaining balance of $2,750.00 is to be paid at the rate of $89.17 per month including interest at the rate of 6% per annum. The first payment of $89.17 is due on or before October 1, 1973 and subsequent payments are due on the 1st day of each and every succeeding month until the entire amount of principal and interest has been paid in full. Failure to make payment on the first mortgage will cause the entire amount on the second mortgage due and payable at once, and the owner of the second shall have the *

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, We, Michael W. Lundgreen and wife, Virginia Lundgreen

have this day bargained and sold, and do hereby transfer and convey unto the said H. Wayne Jackson and wife, Brenda E. Jackson, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Land in Davidson County, Tennessee, being Lot No. 32 on the Map of Paragon Hills, as of record in Book 3300, Page 100, Register's Office for said County.

SAID Lot No. 32 fronts 53.0 feet on the southeasterly side of Sam Boney Drive and extends back between lines, 214.2 feet on the northerly line and 165.4 feet on the southerly line to a line in the rear on which it measures 106.0 feet.

BEING THE same property conveyed to Michael W. Lundgreen and wife, Virginia A. Lundgreen by deed from Aaron L. Laws and wife, Elsie V. Laws, of record in Book 4345, Page 821, Register's Office for Davidson County, Tennessee.

* right to pay said payment to protect his second mortgage. Failure to make payments outlined above shall forfeit all rights of purchaser.

This is unimproved ( ) improved ( ) property, know as 3836 (House Number) Sam Boney Drive (Street) Nashville, Tenn. 3721 P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said H. Wayne Jackson and wife, Brenda E. Jackson 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 and our heirs and representatives, to warrant and forever defend the title to said real estate to said H. Wayne Jackson and wife, Brenda E. Jackson, 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 in hand paid, we, the said H. Wayne Jackson and wife, Brenda E. Jackson

do hereby transfer and convey unto Ceasar E. Urrutia, 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 H. Wayne Jackson and wife, Brenda E. Jackson 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 $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 interst 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 H. Wayne Jackson and wife, Brenda E. Jackson 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 trust 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 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 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 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 Caesar E. Urrutia, Trustee, shall be vested in said successor.

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 Michael W. Lundgreen and wife, Virginia Lundgreen and H. Wayne Jackson and wife, Brenda E. Jackson hereunto set our hands at _____, Tennessee, this the 7th day of June 19 73

Michael W. Lundgreen
Virginia A. Lundgreen
H. Wayne Jackson
Brenda E. Jackson

STATE OF ~~TENNESSEE~~ TEXAS
DALLAS
~~DAVIDSON~~ County

Personally appeared before me, James M. Watson, a Notary Public in and for said County and State, the within named Michael W. Lundgreen and Virginia A. Lundgreen

the bargainor, 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 Dallas TEXAS this 12 day of June, 19 73

James M. Watson, Notary Public.

Commission Expires June 1, 1975

STATE OF Texas
Davidson County.

Personally appeared before me, Wendell Van Cooper, a Notary Public in and for said County and State, the within named H. Wayne Jackson & Brenda E. Jackson

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

Witness my hand and official seal at Nashville, Tennessee this 7 day of June, 19 73

Wendell Van Cooper, Notary Public.

Commission Expires Feb. 4, 1976.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 1720 PAGE 364

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared ....., with whom I 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 .....

(over for additional acknowledgements)

JUN 19 73	CONV	18,750.00			
JUN 19 73	MORT'G	*4,750.00			
JUN 19 73	S'TAX		A*	48.62	
JUN 19 73	S'TAX		A*	2.70	
JUN 19 73	PRTFEE		A*	.50	
JUN 19 73	WDEED		A*	8.00	* 59.82

INSTALLMENT DEED

FROM
Michael W. Lundgreen and wife, Virginia A. Lundgreen

TO
H. Wayne Jackson and wife, Brenda E. Jackson

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

C I 1 8 5 3

IDENTIF. REFERENCE

JUN 19 4 18 PM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
H. Wayne Jackson et ux (NAME)	First and Mid-South Mtg. Co. (NAME)	133 - 11
3836 Sam Boney Drive (STREET ADDRESS OR ROUTE NUMBER)	315 Unuion Street (STREET ADDRESS)	40
Nashville, Tenn. 37211 (CITY) (STATE) (P. O. ZIP)	Nashville, Tenn. 37201 (CITY) (STATE) (ZIP)	6DA 70035

THIS INSTRUMENT WAS PREPARED BY
Caesar E. Urrutia, Attorney
1623 Parkway Towers
404 James Robertson Pkwy.
Nashville, Tennessee 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 18,750.00 H. Wayne Jackson
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 7 DAY OF June, 19 73

Notary Public

MY COMMISSION EXPIRES: July 29, 1976.
(AFFIX SEAL)