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This Instrument Prepared By
Harold H. Cole, Attorney
2 Walton Mall Center
Hendersonville, Tenn. 37075

E2-4
404 pw

INSTALLMENT DEED

For and in Consideration of the sum of Eleven Thousand Five Hundred and no/100 ($11,500.00) Dollars, of which Two Thousand Two Hundred Thirty and 35/100---------- Dollars, has been paid in cash by James W. Upton and wife, Rena W. Upton the receipt of which is hereby acknowledged, and for the remainder Nine Thousand Two Hundred Sixty-nine and 65/100----------($9,269.65) Dollars, the said James W. Upton and wife, Rena W. Upton ha ve executed their joint promissory note of even date herewith in the principal amount of $9,269.65 made payable to J. M. Hewitt, etux.; installments are to be paid at the rate of $75.00 per month,

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, J. M. Hewitt and wife, Lena Hewitt

have this day bargained and sold, and do hereby transfer and convey unto the said James W. Upton and wife, Rena W. Upton, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 14 on the Map of A. W. Hooker's Addition to East Nashville, as of record in Book 57, page 131, Register's Office for said County.

Said Lot No. 14 fronts 52 feet on the northerly side of Seymour Avenue and runs back between lines 150 feet to an alley.

Being the same property conveyed to J. M. Hewitt by deed from Eva R. Potter of record in Book 3649 page 45, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to all restrictive covenants, easements and setback applicable to the above described property.

JUN28	CONV	11,500.00			
JUN28	MORT'G	*9,269.65			
JUN28	S'TAX		A*	29.90	
JUN28	S'TAX		A*	7.30	
JUN28	PR'FEE		A*	.50	
JUN28	W'DEED		A*	8.00	* 45.70

This is ~~unimproved~~ ( ) improved ( ) property, know as 943 (House Number) Seymour Avenue (Street), Nashville (P. O. Address: City or Town), Tennessee (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James W. Upton and wife, Rena W. Upton 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 James W. Upton and wife, Rena W. Upton 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 J. M. Hewitt and wife, Lena Hewitt

do hereby transfer and convey unto Harold H. Cole, 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 James W. Upton and wife, Rena W. Upton

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 $ 10,000.00 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 James W. Upton and wife, Rena W. Upton 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, (J.M. Hewitt may pay taxes and insurance and add to balance of note.) 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 James W. Upton and wife, Rena W. Upton 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 Harold H. Cole, 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 J. M. Hewitt and wife, Lena Hewitt and James W. Upton and wife, Rena W. Upton hereunto set our hands at Nashville, Tennessee, this the 22nd day of June 1973

James W. Upton
Rena W. Upton
J. M. Hewitt
Lena Hewitt

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named J. M. Hewitt and wife, Lena Hewitt

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 Tennessee, this 22 day of June, 1973

Commission Expires 8-18-75

John Romeo, Notary Public.

STATE OF Tennessee
Davidson County.

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named James W. Upton and wife, Rena W. Upton

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 Davidson County Tenn. this 22nd day of June, 1973

Dorothy H. Hunter, Notary Public

Commission Expires
My Commission Expires Oct. 24, 1976

NOTARY PUBLIC DAVIDSON COUNTY TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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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)

Mail 2 Statements
3119 Sidco Dr.

INSTALLMENT DEED

FROM

J. M. HEWITT, ET UX.

TO

JAMES W. UPTON, ET UX.

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

C 1 3 0 9 4

IDENTIF. REFERENCE

JUN 28 10 59 AM '73

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James W. Upton, et ux. (NAME)	James W. Upton, et ux. (NAME)	27W-6195
943 Seymour Avenue (STREET ADDRESS OR ROUTE NUMBER)	943 Seymour Avenue (STREET ADDRESS)	
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Harold H. Cole, Attorney
#2 Walton Mall Center
Hendersonville, Tennessee
37075

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 11,500.00 J. M. Hewitt
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28th DAY OF June 19 73.

Notary Public

MY COMMISSION EXPIRES: Dep Register

(AFFIX SEAL)