BOOK 1723 PAGE 769

INSTALLMENT DEED

For and in Consideration of the sum of $50,000.00

Fifty Thousand and - 00/100 Dollars,

of which Twelve Thousand Five Hundred and 00/100 ($12,500.00) Dollars,

has been paid in cash by Irving J. Slotchiver and wife, Bette Slotchiver

the receipt of which is hereby acknowledged, and for the remainder of $37,500.00

Thirty Seven Thousand Five Hundred and - - - - - - - - - - - - -00/100 Dollars,

the said Irving J. Slotchiver and wife, Bette Slotchiver have executed an Installment Deed note of even date herewith in the principal sum of Thirty Seven Thousand Five Hundred and 00/100($37,500.00) Dollars and payable to Elizabeth S. White as follows; namely: On the 1st day of August, 1973 the sum of Four Hundred and 00/100($400.00) Dollars, and thereafter a like amount of Four Hundred and 00/100 ($400.00) Dollars on the 1st day of each succeeding month until the amount of both principal and interest are paid in full. The monthly installments include interest at the rate of Seven and one-half per centum (7-1/2%) per annum. In the event of default in the payment of any installment, principal or interest, the same shall bear interest at 7-1/2% per annum from and after it's due date.

all of said notes bearing 7-1/2% 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, I, Elizabeth S. White

have this day bargained and sold, and do hereby transfer and convey unto the said Irving J. Slotchiver and wife, Bette Slotchiver their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being Lots Nos. 19, 20, 21 and the southerly part of Lot No. 22 on the map showing subdivision of certain lots in Maynor Place, as of record in Book 843, page 31, Register's Office for said County, described together as follows:

BEGINNING at the northwest corner of the Gallatin Pike and Iverson Avenue, thence with the westerly margin of said Pike, northwardly 84-1/2 feet, more or less, to the southeast corner of the property conveyed to J. M. Gowans and R. H. Gowans, by deed from William Randolph Dunn and wife, of record in Book 1910, page 631, said Register's Office; thence with the southerly line of said Gowans property, westwardly 163-1/4 feet; thence southwardly 84-1/2 feet, more or less, to the northerly margin of Iverson Avenue; thence with said Avenue, eastwardly 163-1/4 feet to the beginning.

BEING the same property conveyed to Elizabeth S. Huddleston, by deed from William Randolph Dunn and wife, Mattie Ora Dunn of record in Book 2702, page 86, Register's Office for Davidson County, Tennessee. The said Elizabeth S. Huddleston now being Elizabeth S. White.

This is unimproved ( ) improved (X) property, know as 3237-41 Gallatin Road, Nashville, Tennessee 37216
(House Number) (Street) 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 Irving J. Slotchiver and wife, Bette Slotchiver, their 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 my heirs and representatives, to warrant and forever defend the title to said real estate to said Irving J. Slotchiver and wife, Bette Slotchiver 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 Irving J. Slotchiver and wife, Bette Slotchiver

do hereby transfer and convey unto Terry McNabb, 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 Irving J. Slotchiver and wife, Bette Slotchiver 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 $28,000.00 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 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 Irving J. Slotchiver and wife, Bette Slotchiver 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; if 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 Irving J. Slotchiver and wife, Bette Slotchiver, their 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 Terry McNabb, 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 Elizabeth S. White and Irving J. Slotchiver and wife, Bette Slotchiver hereunto set our hands at Nashville, Tennessee, this the 29th day of June 19 73

Elizabeth S. White

formerly (Elizabeth S. Whitelaw)

Irving J. Slotchiver

Bette Slotchiver

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Paul G. Blankenship, a Notary Public in and for said County and State, the within named Elizabeth S. White and Irving J. Slotchiver and wife, Bette Slotchiver, 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 Nashville Tennessee, this 29th day of June, 1973

Paul G. Blankenship, Notary Public.

Commission Expires August 14, 1976

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

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 _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } BOOK 4723 PAGE 772

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 JUN29'73 CONV. 19 50,000.00
JUN29'73 MORT'G 37,500.00
JUN29'73 S'TAX A* 130.00 ....., Notary Public.
JUN29'73 S'TAX A* 35.50
Commission expires JUN29'73 PR'FEE A* .50
JUN29'73 (over for additional acknowledgements) WDEED A* 8.00
JUN29'73 MISC A* .40 * 174.40

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

C 13435

IDENTIF. REFERENCE

JUN 29 3 09 PM '73

FELIX ... REGISTER
DAVIDSON COUNTY, TENN.

TOWLES CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Irving J. Slotchiver (NAME)	Irving J. Slotchiver (NAME)	Map 72-6
6679 CLEARBROOK DR (STREET ADDRESS OR ROUTE NUMBER)	6679 CLEARBROOK DR. (STREET ADDRESS)	Parcel 44
NASHVILLE TENN 37205 (CITY) (STATE) (P. O. ZIP)	NASHVILLE, TENN 37205 (CITY) (STATE) (ZIP)	15DA 00330

THIS INSTRUMENT WAS PREPARED BY

Paul G. Blankenship, Attorney
3311 Gallatin Road
Nashville, Tennessee 37216

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 50,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29th DAY OF June 19 73

Notary Public

MY COMMISSION EXPIRES: August 14, 1976

(AFFIX SEAL)