BOOK 4729 PAGE 307

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD- 4

FROM

J. R. FREEMAN, TRUSTEE

TO

WALTER L. TIMMONS, JR. AND FRED B. SHIPMAN as Tenants in Common

Please Mail Deed To JOHN G. DOAK 2525 Lebanon Road Nashville, Tenn. 37214

For draftsman's use

This instrument prepared by:

JOHN G. DOAK, ATTY.
2525 Lebanon Rd.
Nashville, Tenn. 37214

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
WALTER L. TIMMONS JR. ET AL (NAME)	FIDELITY FED. S. & L. ASSOC. (NAME)	3D-44646
2410 Dennywood Dr. (STREET ADDRESS OR ROUTE NUMBER)	401 Union Street (STREET ADDRESS)	
Nashville, Tenn. (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

C 1591 10

IDENTIF. REFERENCE

JUL 19 9 03 AM '73

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 18,500.00 Karen Pearl
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 17th DAY OF July 19 73

Helen L. Goodman
Notary Public

MY COMMISSION EXPIRES: 11 [illegible]

(AFFIX SEAL)

NOTARY PUBLIC TENNESSEE

FOR AND IN CONSIDERATION OF the sum of Eighteen Thousand Five Hundred and no/100 ($18,500.00) DOLLARS

of which $ 536.02 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed an installment deed note of even date payable to the order of J. R. Freeman, Trustee in the principal amount of $7,800.00 together with interest at the rate of 7 3/4% per annum payable in 180 successive, equal, monthly installments of $73.43 each commencing on the 1st day of August, 1973; and, grantees have agreed to assume and to pay the balance of the mortgage indebtedness on the premises dated April 1, 1958 of record in Book 2743, page 557, Registers' Office for Davidson County, Tennessee in the original principal amount of $11,200.00

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed. J. R. Freeman, Trustee with full power to mortgage, sell, transfer, convey or otherwise encumber any part or all of the same without the joinder of any beneficiary,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto WALTER L. TIMMONS and FRED B. SHIPMAN, Tenants in Common, herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee

Two Tracts of land in the 3rd Civil District of Davidson County, Tennessee, desribed as follows:

TRACT NO. 1: Being Lot No. 136 on the Plan of Maplecrest, as of record in Book 1835, page 27, Register's Office for said County, described as follows:

BEGINNING at a point on the northeasterly side of Denneywood Drive; common corner of Lots Nos. 136 and 137; thence in a northeasterly direction along the line between said tro lots, 176.2 feet to their common rear corner; thence in a northwesterly direction 120 feet to a point; thence in a southwesterly direction 155.4 feet to the beginning of a curve; thence around said curve in a southeasterly direction 31.42 feet to a point in the northeasterly margin of Denneywood Drive; thence with the margin of said Drive in a southeasterly direction 100 feet to the point of beginning.

TRACT NO. 2: Being a tract of land described as an easement for roadway on the Map of Maplecrest Subdivision, of record in Book 1835, pages 27 and 28, Register's Office for Davidson County, Tennessee, and lying between Lots Nos. 135 and 136 on said Plan, and further described as follows:

BEING a strip of land lying between lots Nos. 135 and 136 on the Plan of Maplecrest Subdivision, fronting 90 feet, more or less, on the northerly side of Denneywood Drive, and extending back between lines 174.3 feet, more or less, to a dead line in the rear, on which it measures 50 feet. Said rear lines being the southerly margin of the Tennessee Central Railroad right-of-way.

BEING part of the property conveyed to R. L. Freeman, Trustee with full powers, by deed from Residential Investments, Inc., a Tennessee corporation, of record in Book 4354, page 241, Register's Office for Davidson County, Tennessee; the said R. L. Freeman, Trustee having since died and J. R. Freeman, Trustee having been appointed Substitute Trustee, with full powers, by Trust Agreement of record in Book 4709, page 562, Registers' Office for Davidson County, Tennessee

GRANTORS further transfer and convey unto Grantee the funds held in escrow by Fidelity Fed. S. & L. Assoc.

Please Mail Back To
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BOOK 4729 PAGE 308

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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 the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto John C. Doak, Trustee 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 grantees 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 $ full 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 interest 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 grantees, 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 expresly 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 11th day of July 19 73

X J. R. Freeman, Trustee
J. R. FREEMAN, TRUSTEE

X Walter L. Timmons Jr.
WALTER L. TIMMONS, JR.

X Fred B. Shipman
FRED B. SHIPMAN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named J. R. Freeman, Trustee and Walter L. Timmons JR. and Fred B. Shipman 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 11th day of July, 19 73

Helen L. Sandson
Notary Public.

Commission expires 11 August 1975.

JUL 19	CONV	18,500.00			
JUL 19	MORT'G	*7,800.00			
JUL 19	S'TAX		A*	48.10	
JUL 19	S'TAX		A*	5.80	
JUL 19	PR'FEE		A*	.50	
JUL 19	RDEED		A*	4.00	* 58.40

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 .