INSTALLMENT DEED

BOOK 4747 PAGE 678

For and in Consideration of the sum of FOUR-THOUSAND, NINE-HUNDRED AND NO/100 ($4,900.00) ---------- Dollars, of which NINE-HUNDRED, EIGHTY AND NO/100 ($980.00) ---------- Dollars, has been paid in cash by Johnnie B. Lovelady, a single man ---------- the receipt of which is hereby acknowledged, and for the remainder THREE-THOUSAND, NINE-HUNDRED, TWENTY AND NO/100 ($3,920.00) ---------- Dollars, the said Johnnie B. Lovelady, a single man ---------- has this day executed his one promissory note of even date herewith in the principal sum of $3,920.00 payable to the order of James M. Fischer, Jr., Trustee, and executed by Johnnie B. Lovelady, a single man, and given as part of the purchase money on the herein described property. Said note is payable in twelve consecutive quarterly installments as follows:

1. $326.66 on or before December 1, 1973, plus interest, interest being at the rate of 8½% per annum;
2. $326.66 on or before March 1, 1974, plus interest, interest being at the rate of 8½% per annum;
3. $326.66 on or before June 1, 1974, plus interest, interest being at the rate of 8½% per annum;
4. $326.66 on or before September 1, 1974, plus interest, interest being at the rate of 8½% per annum; *(Continued, page 3)

all of said notes bearing ~~six~~ 8½% 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, James M. Fischer, Jr., Trustee with full power to sell, mortgage or otherwise convey without the joinder or disclosure of any beneficiaries

have this day bargained and sold, and do hereby transfer and convey unto the said ----------

Johnnie B. Lovelady, a single man, his ---------- heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the westerly one-half of Lot No. 39-A on the Belmont Land Company's Plan of Lots, called "Belmont Heights", as of record in Book 421, Page 34, Register's Office for said County.

Said part of Lot 39-A fronts 50 feet on the southerly side of Ashwood Avenue, and runs back between parallel lines 169 feet to an alley.

SEP 19- CONV *4,900.00
SEP 19- MORTG *3,920.00
SEP 19- RSTAX
SEP 19- RTAX A* 17.00
SEP 19- PRTEL A* .50
SEP 19- WDEED A* 10.00 * 25.14

Being the same property conveyed to James M. Fischer, Jr., Trustee with full power to sell, mortgage or otherwise convey without the joinder or disclosure of any beneficiaries, by deed from Leo M. Goodwin and wife, Mary Goodwin, of record in Book 4503, Page 100, Register's Office for Davidson County, Tennessee.

This is ( ) unimproved (X) improved property, know as 1401 Ashwood Avenue (House Number) (Street) Nashville, Tenn. 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 Johnnie B. Lovelady, a single man , his 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 myself and my heirs and representatives, to warrant and forever defend the title to said real estate to said Johnnie B. Lovelady, a single man, his 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 me in hand paid, I, the said Johnnie B. Lovelady, a single man

do hereby transfer and convey unto Tom G. Coleman, Jr., Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Johnnie B. Lovelady, a single man

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 interest 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.

I 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 I 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 I, the said Johnnie B. Lovelady, a single man 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 I 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; I 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. I 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. I 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 borrowers representatives or assigns.

Continued from page 1.....

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5. $326.66 on or before December 1, 1974, plus interest, interest being at the rate of 8½% per annum;
6. $326.66 on or before March 1, 1975 ,plus interest, interest being at the rate of 8½% per annum;
7. $326.66 on or before June 1, 1975, plus interest, interest being at the rate of 8½% per annum;
8. $326.66 on or before September 1, 1975, plus interest, interest being at the rateof 8½% per annum;
9. $326.66 on or before December 1, 1975 , plus interest, interest being at the rate of 8½% per annum;
10. $326.66 on or before March 1, 1976, plus interest, interest being at the rate of 8½% per annum;
11. $326.66 on or before June 1, 1976, plus interest, interest being at the rate of 8½% per annum;
12. $326.74 on or before September 1, 1976, plus interest, interest being at the rate of 8½% per annum.

The first payment falling due on the 1st day of December, 1973, and continuing in consecutive quarterly installments as aforesaid until fully paid. Payments made will be credited first to interest accrued; balance to unpaid principal sum.

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 Tom G. Coleman, Jr., 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 Johnnie B. Lovelady, a single man and James M. Fischer, Jr., Trustee hereunto set our hands at Nashville, Tennessee, this the 11th day of September 1973.

Johnnie B. Lovelady

James M. Fischer, Jr. Trustee

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Edna Earle Carney, a Notary Public in and for said County and State, the within named James M. Fischer, Jr., Trustee with full power to sell, mortgage or otherwise convey without the joinder or disclosure of any beneficiaries, the 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 Nashville, Tennessee, Tennessee, this 11th day of September, 1973

Commission Expires 11-19-73

Edna Earle Carney, Notary Public

STATE OF TENNESSEE
DAVIDSON County.

Personally appeared before me, Edna Earle Carney, a Notary Public in and for said County and State, the within named Johnnie B. Lovelady, a single man, the 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 Nashville, Tennessee this 11th day of September, 1973

Commission Expires Nov. 19, 1973

Edna Earle Carney, Notary Public.

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)

C 2 4 4 4 3

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

IDENTIF. REFERENCE

SEP 19 12 27 PM '73

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.

TOLLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP, PARCEL NUMBERS
Johnnie B. Lovelady, a single man (NAME)	New Owner (NAME)	Map 105-13
2010 Broadway (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 63
Nashville Tenn. (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	22W-10060

THIS INSTRUMENT WAS PREPARED BY

TOM G. COLEMAN, JR., Attorney
1623 Parkway Towers
Nashville, Tennessee 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$4,900.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 11th DAY OF September 19 73

11-19-73 Notary Public

MY COMMISSION EXPIRES: 11-19-73

(AFFIX SEAL)