INSTALLMENT DEED

For and in Consideration of the sum of Twenty-four Thousand One Hundred Twenty-five and no/100 ($24,125.00)----------Dollars, of which Ten Thousand ($10,000.00)----------Dollars, has been paid in cash by Stephen D. Rennolds and wife, Shirley M. Rennolds the receipt of which is hereby acknowledged, and for the remainder Fourteen Thousand One Hundred Twenty-five and no/100 ($14,125.00)----------Dollars, the said Stephen D. Rennolds and wife, Shirley M. Rennolds have executed a prominnory note of even date herewith in the principal sum of $14,125.00 at 8% interest payable to John O. Catignani in equal payments of $171.38 beginning on October 1, 1973, with a like sum on the first day of each succeeding month up to and including the final payment on September, 1983.

all of said notes bearing ~~six~~ eight 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, John O. Catignani

have this day bargained and sold, and do hereby transfer and convey unto the said Stephen D. Rennolds and wife, Shirley M. Rennolds, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being parts of Lots 10, 11, 12, 13, and 14 on the Plan of the Resubdivision of certain lots in Belmont Terrace Annex No. 1, as of record in Book 547, page 99, said Register's Office, described according to a survey made by Hickerson-Miller, Engineers Surveyor, March 14, 1958, as follows:

Beginning on the northeasterly margin of Gale Lane at the southeast corner of the property conveyed to T. J. Burke and wife, by deed from J. C. Schutt and wife, in Book 1169, page 157, said point being 250 feet southeast of the northeasterly corner of Gale Lane and Brightwood Avenue; thence with the northeasterly margin of said Gale Lane, southeastwardly 100 feet to an iron pin; thence north 41 deg. 15' east 107.2 feet to an iron pin; thence north 27 deg. 15' east 113.5 feet to an iron pin in the southerly line of the property conveyed to Clara H. Robinson, by deed in Book 2042, page 473; thence with said Robinson's southerly line north 61 deg. 45' west 40 feet to an rion pin in a fence line; thence south 27 deg 15' west along the northwesterly line of Lot 13; thence with said line, north 48 deg. 30' west 45 feet to an iron pin; thence south 46 deg. 45' west 112 feet more or less to the beginning.

Being the same property conveyed to John O. Catiganani by deed from Carl Eva Holt of record in Book 4731, page 27, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, know as 1708 Gale Lane, Nashville, Tennessee
(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 Stephen D. Rennolds and wife, Shirley M. Rennolds 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, my heirs and representatives, to warrant and forever defend the title to said real estate to said Stephen D. Rennolds and wife, Shirley M. Rennolds, 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 Stephen D. Rennolds and wife, Shirley M. Rennolds do hereby transfer and convey unto Fred E. Cowden, 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.

we, the said Stephen D. Rennolds and wife, Shirley M. Rennolds 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 $ 14,125.00 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 Stephen D. Rennolds and wife, Shirley M. Rennolds 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 Stephen D. Rennolds and wife, Shirley M. 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 Fred E. Cowden, 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 Stephen D. Rennolds and wife, Shirley M. Rennolds and John O. Catignani hereunto set our hands at Nashville, Tennessee, this the 28th day of September 19 73

Stephen D. Rennolds

Shirley M. Rennolds

John O. Catignani

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Jeri E. Horton, a Notary Public in and for said County and State, the within named Stephen D. Rennolds and wife, Shirley M. Rennolds

the bargainors, 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 day of September, 1973

Jeri E. Horton, Notary Public

Commission Expires 7-29-75

STATE OF TENNESSEE
DAVIDSON County.

Personally appeared before me, Jeri E. Horton, a Notary Public in and for said County and State, the within named John O. Catignani

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 day of September, 1973

Jeri E. Horton, Notary Public

Commission Expires 7-29-75

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 4751 PAGE 251

Before me, ...

County aforesaid, personally appeared ....., a Notary Public of the State and 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 ..

Commission expires ....., Notary Public.

(over for additional acknowledgements)

OCT-12 CONV 24,125.00
OCT-12 MORT'G 14,125.00
OCT-12 S'TAX A* 62.66
OCT-12 S'TAX A* 12.10
OCT-12 PB'FEE A* .50
OCT-12 ADDEED A* 8.00 * 83.26

INSTALLMENT DEED

FROM
John O. Catignani

TO
Stephen D. Rennolds and wife,
Shirley M. Rennolds

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

C 25953

IDENTIF. REFERENCE

OCT 11 36 PM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Stephen D. Rennolds et ux (NAME)	SAME (NAME)	Map 117
1708 Gale Lane (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 37
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	16DA04685

THIS INSTRUMENT WAS PREPARED BY

THIS INSTRUMENT PREPARED BY:
Fred E. Cowden, Jr., Attorney
2319 Crestmoor Drive
Nashville, Tennessee 37215

mail to

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 24,125.00 Affiant

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

Notary Public

MY COMMISSION EXPIRES: 7-13-76

(AFFIX SEAL)