This Instrument Was Prepared By:
Fred Elledge, Jr., Atty.
515 Stahlman Bldg.
Nashville, Tenn. 37201

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Hubert S. Fyke	Same BOOK 4751 PAGE 336	27W23120
(NAME:)	(NAME:)	
1522 Hunters Lane		27W2555
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	83-1
Nashville, Tennessee 37207		83-86
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	PW

FOR AND IN CONSIDERATION of the sum of ---------- Sixty Thousand and no/100 ($60,000.00) ---------- *Dollars,*

of which Ten Thousand and no/100 ($10,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Fifty Thousand and no/100 ($50,000.00) ---------- *Dollars,*

Hubert S. Fyke and wife, Dorothy M. Fyke *have executed*

their joint promissory note of even date in the principal sum of $50,000.00 payable to the order of Elizabeth K. Lehning, to be repaid in 216 monthly installments of $437.49 each, the first payment being due and payable on the 5th day of February, 1974, and a like amount on the 5th day of each succeeding month until paid in full. Said payments to be applied first to interest at 8% and then to principal until paid in full. Interest is to be paid on January 5, 1974, for the period of September 25, 1973 to January 5, 1974, at 8%.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed,

I, Elizabeth K. Lehning, a widow

have this day bargained and sold, and do hereby transfer and convey unto the said Hubert S. Fyke and wife, Dorothy M. Fyke

their *(successors), heirs and assigns,*

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

TRACT NO. 1: Being the westerly part of Lot No. 1 in Jones and Bradford's Subdivision a plan of which is of record in Book 161, page 142, Register's Office for Davidson County, Tennessee, and described as follows:
Beginning at a point in the southerly margin of West Greenwood Avenue at the southwest corner of the proposed new west right of way of the Gallatin Pike; running thence westwardly and with the southerly margin of said West Greenwood Avenue 83 feet, 6 inches to the easterly line of Lot No. 2, on said plan; thence with said line southwardly 154-1/2 feet to an alley thence eastwardly with the northerly margin of said alley 52 feet to the westerly margin of the proposed west right of way of said Gallatin Pike thence northwardly with said west right of way of said Pike 157.6 feet to the beginning.

Being the same property conveyed to E. S. Lehning, Sr., by deed from Nashville Ice Company, a Corporation, of record in Book 1038, page 424, Register's Office for Davidson County, Tennessee.

TRACT NO. 2: Being Lot No. 2 on the Map of Jones and Bradford's Subdivision of record in Book 161, page 142, Register's Office for said County.
Said lot fronts 50 feet on the south side of West Greenwood Avenue and runs back between parallel lines, 154-1/2 feet to an alley.

Being the same property conveyed to E. S. Lehning and wife, Elizabeth K. Lehning, by deed from Stanley J. Warren and wife, Nelle Warren, of record in Book 2143, page 315, Register's Office for said County.

Also being part of the same property devised to Elizabeth K. Lehning by Will of E. S. Lehning of record in Will Book 96 , page 99 , County Court Clerks Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 60,000.00

Subscribed and sworn to before me, this the 28 day of Dec. 1973

Affiant

My commission expires Oct 30 1975 (Affix Seal)

Notary Public

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unimproved ( )
This is improved (X) property, known as 1108-1110 Gallatin Road, Nashville, Tenn. 37206
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Hubert S. Fyke and wife, Dorothy M. Fyke *(successors), 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* Hubert S. Fyke and wife, Dorothy M. Fyke *(successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Hubert S. Fyke and wife, Dorothy M. Fyke *hereinafter referred to as trustors, hereby transfer and convey unto* Fred Elledge, Jr., *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $20,000.00, *or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.*

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 25th *day of* September, *19* 73.

Mrs Elizabeth K. Lehning
ELIZABETH K. LEHNING

Hubert S. Fyke

Dorothy M. Fyke

FLORIDA
STATE OF ~~TENNESSEE~~
COUNTY OF ~~DAVIDSON~~ PINELLAS

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Elizabeth K. Lehning, *the within named bargainor....., with whom I am personally acquainted, and who acknowledged that* she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Dunedin, Florida xxxxxx *this* 25th *day of* September, *19*73

Mildred L. Fulcher *Notary Public*

Commission expires.....

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 10, 1977
BONDED THRU INSURANCE COMPANY OF NORTH AMERICA

STATE OF Tennessee BOOK 4751 PAGE 339

COUNTY OF Davidson

Personally appeared before me, L. O. Hardaway, a Notary Public in and for said County and State, Hubert S. Fyke and wife Dorothy M. Fyke the within named 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 Nashville Tennessee this 28 day of September, 1973

Commission expires Oct 29-1975 L. O. Hardaway Notary Public

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____.

Commission expires _____ Notary Public

INSTALLMENT DEED

FROM

ELIZABETH K. LEHNING

TO

HUBERT S. FYKE AND WIFE,

DOROTHY M. FYKE

OCT-1 75	CONV			
OCT-1 75	MORT'G	60,000.00		
OCT-1 75 STAX		50,000.00		
OCT-1 75 STAX			A*	156.00
OCT-1 75 PR'EEE			A*	48.00
OCT-1 75	W'DEED		A*	.50
			A*	8.00 * 212.50

C 25990

IDENTIF. REFERENCE

Oct 1 2 45 PM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE