INSTALLMENT DEED

For and in Consideration of the sum of Eighteen Thousand and no/100 - ($18,000.00) - Dollars, of which Five Thousand and no/100 - - ($5,000.00) - Dollars, has been paid in cash by Mario Ford Bacigalupo and wife, Marvyn Helen Bacigalupo, the receipt of which is hereby acknowledged, and for the remainder the Grantees agree to pay an indebtedness of Thirteen Thousand and no/100 - - ($13,000.00) - - - - - - - - - - - - - Dollars, the said Mario Ford Bacigalupo and wife, Marvyn Helen Bacigalupo have executed their promissory note of even date herewith, payable to the order of Lassie Lewis and husband, Johnnie M. Lewis in monthly installments as follows: on the first day of November, 1973, the sum of One Hundred Sixty-Four and 68/100 ($164.68) Dollars; and thereafter a like amount on the first day of each succeeding month until a total of 120 payments is paid. The last installment is due on the first day of October, 1983.

all of said notes bearing ~~six~~ nine (9%) 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, we, Lassie Lewis and husband, Johnnie M. Lewis,

have this day bargained and sold, and do hereby transfer and convey unto the said Mario Ford Bacigalupo and wife, Marvyn Helen Bacigalupo, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 18 on the Plan of Lenox Place, as recorded in Book No. 161, page 171, Register's Office for Davidson County, Tennessee.

Said Lot No. 18 fronts 50 feet on the easterly side of 18th Avenue South (formerly Baxter Avenue) and runs back between parallel lines 140 feet to an alley.

Being the same property conveyed to Lassie Lewis by deed from James G. Houk et al of record in Book 2291, page 449, the said Lassie Lewis having since created tenancy by the entireties between her and her husband, Johnnie M. Lewis, by deed of record in Book 3467, page 233, Register's Office for Davidson County, Tennessee.

OCT-2[illegible]	CONV	18,000.00				
OCT-2[illegible]	MORT'G	13,000.00				
OCT-2[illegible]	S'TAX		A*	46.80		
OCT-2[illegible]	S'TAX		A*	11.00		
OCT-2[illegible]	P&'FEE		A*	.50		
OCT-2[illegible]	W'DEED		A*	8.00	*	66.30

This is improved (X) unimproved ( ) property, know as 2202 (House Number) 18th Avenue, So. (Street) Nashville, Tennessee (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 Mario Ford Bacigalupo and wife, Marvyn Helen Bacigalupo 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, except as herein before stated.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Mario Ford Bacigalupo and wife, Marvyn Helen Bacigalupo, 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 me in hand paid, we, the said Mario Ford Bacigalupo and wife, Marvyn Helen Bacigalupo do hereby transfer and convey unto Alfred T. Adams, 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 Mario Ford Bacigalupo and wife, Marvyn Helen Bacigalupo 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 $13,000.00 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 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 Mario Ford Bacigalupo and wife, Marvyn Helen Bacigalupo 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 Mario Ford Bacigalupo and wife, Marvyn Helen Bacigalupo 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 Alfred T. Adams, 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 Lassie Lewis and husband, Johnnie M. Lewis and Mario Ford Bacigalupo and wife, Marvyn Helen Bacigalupo hereunto set our hands at Nashville, Tennessee, this the 28th day of September 19 73

Mario Ford Bacigalupo

Mario Ford Bacigalupo

Lassie Lewis

Lassie Lewis

Marvyn Helen Bacigalupo

Marvyn Helen Bacigalupo

Johnnie M. Lewis

Johnnie M. Lewis

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Joel Riggs, a Notary Public in and for said County and State, the within named Lassie Lewis, Johnnie M. Lewis, Mario Ford Bacigalupo, and Marvyn Helen Bacigalupo

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 28th day of September, 1973

Commission Expires My Commission Expires October 29, 1975

Joel Riggs, Notary Public.

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 4751 PAGE 538

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 ....

.....
Commission expires .....

(over for additional acknowledgements)

INSTALLMENT DEED

FROM
Lassie Lewis and husband,

Johnnie M. Lewis
TO
Mario Ford Bacigalupo and wife,
Marvyn Helen Bacigalupo

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

C 2 6 0 7 1

JOEL RIGGS & CO.
2319 CRESTMOOR ROAD
NASHVILLE, TENN. 37215
PHONE 292-5583

IDENTIF. REFERENCE

Oct 2 9 59 AM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mario Ford Bacigalupo, et ux (NAME)	Same (NAME)	24W1930
2202 18th Ave., So. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Map 104 - 16
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	Par. 37

THIS INSTRUMENT WAS PREPARED BY

Joel Riggs & Company
2319 Crestmoor Rd.
Nashville, Tenn. 37215

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 18,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28th DAY OF September, 1973

Notary Public

MY COMMISSION EXPIRES: My Commission Expires October 29, 1975

(AFFIX SEAL)