INSTALLMENT DEED

For and in Consideration of the sum of Forty-Three Thousand & No/100 - - - - - - - - - - - - - - - - - - - - ($43,000.00) - - - - - - - - - - - - - Dollars, of which Five Thousand, Nine Hundred, Eight & 80/100 ($5,908.80) - Dollars, has been paid in cash by Joseph M. Hardaway, Jr., & wife, Lauren H. Hardaway, the receipt of which is hereby acknowledged, ~~and for the remainder~~ ~~Dollars,~~ ~~the said~~ ~~he~~ and of which Seven Thousand, Ninety-One and 20/100 ($7,091.20) Dollars is represented by the assumption of the principal balance upon a promissory note and first deed of trust in favor of First Federal Savings & Loan Association of Nashville, and for the remainder of Thirty Thousand ($30,000.00) Dollars the said Joseph M. Hardaway, Jr., and wife, Lauren H. Hardaway, have this date executed their promissory note, payable to Samuel E. Harding, Sr., and wife, Lillian M. Harding, payable in monthly installments of $275.07 each, including principal and interest at 9% per annum, secured by a second deed of trust to George H. Cate, Jr., Trustee,

~~all of said notes bearing six 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, Samuel E. Harding, Sr., and wife, Lillian M. Harding,

have this day bargained and sold, and do hereby transfer and convey unto the said Joseph M. Hardaway, Jr., and wife, Lauren H. Hardaway, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Being Lot No. 8 in Walter Stokes' plan of lots, called "Belmont Terrace", as of record in Book 421, Page 101, Register's Office for said County.
Said Lot No. 8 fronts 100 feet on the westerly side of Belmont Boulevard and runs back between parallel lines 180 feet to an alley. This tract is improved and known as 2807 Belmont Boulevard, Nashville, Tennessee.
Being the same property conveyed to Samuel E. Harding, Sr. by deed from Mary Lou Harding, of record in Book 3868, Page 200, Register's Office for Davidson County, Tennessee.

With respect to the promissory note in the amount of $30,000.00 executed this date by Joseph M. Hardaway, Jr., & Wife, Lauren H. Hardaway, payable to Samuel E. Harding, Sr., & wife, Lillian M. Harding, and this second deed of trust executed to secure the same, it is agreed as follows: (1) A monthly payment of principal and interest upon the note must be at least thirty days in arrears before the entire balance may be declared due and foreclosure proceedings begun; (2) The makers of the note shall have the privilege of pre-paying all or any portion of said note at any time, with the penalty for such pre-payment to be the same as would be imposed upon the payees of the note under the terms of a loan hereafter to be made by the said payees in order to secure substitute property for that conveyed herein; (3) In the event the payees shall transfer the note secured by this second deed of trust, the transferee shall acquire the same subject to all rights and conditions in favor of the makers of the note; (4) The makers of the note may sell the property described herein with the note secured by this second deed of trust to be assumed by the purchaser, subject to approval by the payees, but such approval shall not be unreasonably withheld; and (5) Any default by the makers in payments or conditions of the first deed of trust in favor of First Federal Savings & Loan Association of Nashville shall be deemed a default with respect to this second deed of trust, creating in the payees the option to declare the entire balance due upon the note and to enforce the provisions of this second deed of trust.

This is unimproved ( ) improved (X) property, know as 2807 Belmont Blvd., Nashville, Tn. 37212
(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 Joseph M. Hardaway, Jr., & wife, Lauren H. Hardaway, 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, except for a first deed of trust of record in Bk.3874, Pg. 312, which is assumed by the grantees.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Joseph M. Hardaway, Jr., & wife, Lauren H. Hardaway, their heirs and assigns, against the lawful claims of all persons. Taxes for 1973 have been prorated and are assumed by the grantees.

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 it matures, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said Joseph M. Hardaway, Jr., & wife, Lauren H. Hardaway

do hereby transfer and convey unto George H. Cate, 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 Joseph M. Hardaway, Jr., & wife, Lauren H. Hardaway 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 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 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, 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 Joseph M. Hardaway, Jr., & wife, Lauren H. Hardaway shall pay the notes aforesaid when due, according to its 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 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 the entire balance 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, 30 days after default in the payment of a note, enter and take possession of said property, and shall only account for the net rents actually received by him. 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 the 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 Joseph M. Hardaway, Jr., & wife, Lauren H. Hardaway, their 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, ~~xxxx more than one xxxx of the said secured 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 George H. Cate, 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 Samuel E. Harding, Sr., & wife, Lillian M. Harding and Joseph M. Hardaway, Jr., & wife, Lauren H. Hardaway, hereunto set our hands at Nashville, Tennessee, this the 24th day of October 1973

x Samuel E. Harding, Sr.

x Lillian M. Harding

Joseph M. Hardaway, Jr.

Lauren H. Hardaway

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**STATE OF TENNESSEE**
**Davidson County**

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Samuel E. Harding, Sr., & wife, Lillian M. Harding, and Joseph M. Hardaway, Jr., & wife, Lauren H. Hardaway,

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 24th day of October, 1973

George H. Cate, Jr., Notary Public.

Commission Expires Jan. 26, 1977

GEORGE H. CATE, JR. NOTARY PUBLIC DAVIDSON COUNTY, KY. MY COMMISSION EXPIRES JAN. 26, 1977

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**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 4758 PAGE 390

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)

| | | | | |
|---|---|---|---|---|
| OCT 24 73 | CONV | 43,000.00 | | |
| OCT 24 73 | MORT'G | 30,000.00 | | |
| OCT 24 73 | S'TAX | | A* | 111.80 |
| OCT 24 73 | S'TAX | | A* | 28.00 |
| OCT 24 73 | PG'FEE | | A* | .50 |
| OCT 24 73 | W'DEED | | A* | 8.00 * 148.30 |

G-18244/

INSTALLMENT DEED

FROM
Samuel E. Harding, Sr., et ux

TO
Joseph M. Hardaway, Jr., et ux

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

C 29083

IDENTIF. REFERENCE

OCT 24 2 39 PM '73
FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.

TOOLEY CO., NASHVILLE

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| J.M.Hardaway, Jr., et ux (NAME) | First Federal Savings & Loan Assn (NAME) | 117-4 |
| 2809 Belmont Blvd. (STREET ADDRESS OR ROUTE NUMBER) | 236 -4th Ave., No. (STREET ADDRESS) | 264 |
| Nashville, TN. 37212 (CITY) (STATE) (P. O. ZIP) | Nashville, TN. 37219 (CITY) (STATE) (ZIP) | |

THIS INSTRUMENT WAS PREPARED BY
George H. Cate, Jr., Attorney
510 Stahlman Building
Nashville, Tn. 37201
mail to

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$43,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 24th DAY OF October, 19 73

Notary Public

MY COMMISSION EXPIRES: Jan 22 1974

(AFFIX SEAL)