This deed prepared by Mrs. Hilman Barnard, 1010 Burchwood Ave. Nashville, Tenn. from information furnished by Grantor and Grantee

FORM 1008 **INSTALLMENT DEED** BOOK 4778 PAGE 735

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James Wesley Peach, Jr. (NAME)	Same (NAME)	Map 54-9
121 Shakespeare Avenue (STREET ADDRESS OR ROUTE NUMBER)	Same (STREET ADDRESS)	Parcel 86-87
Madison, Tennessee 37115 (CITY) (ZONE) (STATE)	Same (CITY) (ZONE) (STATE)	488

FOR AND IN CONSIDERATION OF the sum of Sixteen Thousand, Five Hundred ($16,500.00) DOLLARS

of which $ 500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees, James Wesley Peach, Jr. & wife, Mittie S. Peach, have executed their joint promissory note in said amount of even date herewith, payable to the order of Arthur E. Allen and wife, Mary Louise Allen in monthly installments as follows: On the 10th day of January, 1974 the sum of $143.84 and thereafter a like amount on the 10th day of each succeeding month, to be applied first to the payment of interest at the rate of 7% per annum on the principal sum or so much thereof as shall from time to time remain unpaid and the balance of said monthly payments to be applied to the payment of principal with the final payment being due December 10, 1989. Privilege reserved of paying additional sums or payment in full at any time.

RECORDER'S MEMO: Legibility of writing, typing or printing in this document unsatisfactory when received.

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

We, Arthur E. Allen and wife, Mary Louise Allen

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

James Wesley Peach, Jr. and wife, Mittie S. Peach

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Tract 1.

Land in the 10th Civil District of Davidson County, Tennessee, as shown on Plan of Edenwold City, of record in Book 421, page 123, said Register's Office: Being Lots Nos. 22 and 23, Block "A: of said Plan, front together 50 feet on the northerly side of Shakespeare Avenue and running back between parallel lines, 110 feet to an alley. Being the same property conveyed by deed from C. B. Rich and J.U.G. Rich to Arthur E. Allen, of record in Book 1169, page 279, said Register's Office.

Tract 2.

Land in the 10th Civil District of Davidson County, Tennessee, as shown on Plan of Edenwold City, of record in Book 421, page 123, said Register's Office: Being Lots Nos. 24 and 25, Block "A" on said Plan, front together 50 feet on the northerly side of Shakespeare Avenue and running back between parallel lines 110 feet to an alley. Being the same property conveyed by deed to Arthur E. Allen from Mary Louise Allen, creating tenancy by entirety, in Book 3371, page 327, said Register's Office

This is unimproved ( ) improved (X) property, known as 121 Shakespeare Avenue (House Number) (Street) Madison, Tennessee 37115 P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We covenant that we are lawfully seised and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto Claude Garrett 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 grantees 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 $ an insurable sum 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 interest 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 grantees, 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 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:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 16,500.00

Subscribed and sworn to before me, this the 4th day of January 19 74

James Wesley Peach Jr.
Affiant

My commission expires August 1, 1977
(Affix Seal)

Mrs. Hilman Barnard
Notary Public

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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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 4th day of January 1974.

James Wesley Peach, Jr.
James Wesley Peach, Jr.

Arthur E. Allen
Arthur E. Allen

Mittie S. Peach
Mittie S. Peach

Mary Louise Allen
Mary Louise Allen

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in this Document Unsatisfactory When Received

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, The Undersigned, a Notary Public in and for said County and State, the within named Arthur E. Allen & wife, Mary Louise Allen AND James Wesley Peach, Jr. & wife, Mittie S. Peach, 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, Tenn. this 4th day of January 1974

Commission Expires August 1, 1977

Mrs. Hilman Barnard
Notary Public

STATE OF
County

Before me, a Notary Public within and for the State and County aforesaid, personally appeared and with whom I am personally acquainted and who upon { his oath / their several oaths } acknowledged { himself / themselves } to be the and respectively of the the within named bargainor, a corporation, and that { he / they } as such and being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of said corporation as such and attesting the same by the said as such

WITNESS my hand and official seal at office on this the day of 19

My commission expires
Notary Public

JAN-7 CONV 16,500.00
JAN-7 MORTG 16,000.00
JAN-7 S TAX A* 42.90
JAN-7 S TAX A* 14.00
JAN-7 PAFEE A* .50
JAN-7 WDEED A* 4.00 * 61.40

INSTALLMENT DEED

FROM
Arthur E/ Allen, et ux

TO
James Wesley Peach, Jr. et ux

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

C 37597

IDENTIF. REFERENCE

JAN 7 12 47 PM '74

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.