BOOK 4786 PAGE 106

THIS INSTRUMENT WAS PREPARED BY:
GAIL P. PEGG, ATTORNEY
916 J. C. BRADFORD BLDG.
NASHVILLE, TENN. 37219

INSTALLMENT DEED

For and in Consideration of the sum of Forty Thousand and No/100 ($40,000.00) ---------- Dollars, of which Twenty Thousand and No/100 ($20,000.00) ---------- Dollars, has been paid in cash by John R. Davis Rodriguez, single the receipt of which is hereby acknowledged, and for the remainder Twenty Thousand and No/100 ($20,000.00) ---------- Dollars, the said John R. Davis Rodriguez has executed his promissory note of even date herewith bearing interest at Nine (9%) percent per annum, with said principal and interest payable in equal quarterly installments, with the first payment due May 5, 1974, in the amount of One Thousand Two Hundred Forty-Five and 51/100, ($1,245.51) Dollars and a like amount due the 5th day of each succeeding August, November, February and May until the entire principal and interest are fully paid, provided, however, the final payment, if not sooner made, will be paid on or before February 5, 1979. Privilege is reserved to prepay this note at anytime after January 1, 1975.

Nine

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, James O. Anderson and wife, Patricia Margaret Anderson

have this day bargained and sold, and do hereby transfer and convey unto the said John R. Davis Rodriguez, his heirs and assigns,

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

Land in the 14th Civil District of Davidson County, Tennessee, as follows:

Beginning at a point in the southerly margin of Little Marrowbone Road, said point being G. P. West's northwesterly corner; thence with the line of said G.P. West for the next nine calls as follows: South 23° 30' West 170.0 feet, South 2°00' East 99.0 feet, South 27°00' East 185.0 feet, South 22°00' East 120.0 feet, South 15°00' East 114.0 feet, South 11°00' East 492.0 feet, South 66°30' East 157.0 feet, South 18°00' East 441.0 feet, South 65°00' West 137.0 feet; thence North 43°15'West 245.0 feet; thence South 10°00' West 858.0 feet; thence South 16°00' West 561.0 feet; thence South 79°00' West 538.0 feet; thence North 30° 00' West 287.1 feet; thence with the line of Hubert Earl Allen for the next twelve calls as follows: North 40°00' East 269.3 feet, North 30°00' East 184.8 feet, North 24°00' East 146.0 feet, North 14°30'East 337.0 feet, North 24°00'East 162.0 feet, North 20°00' East 198.0 feet, North 35°00' East 594.0 feet to a point in the center of Spicewood Branch, following Spicewood Branch and continuing with Hubert Earl Allen line North 10°30'West 379.0 feet, North 24°30' West 277.0 feet, North 69°00' West 126.0 feet, North 45°15'West 281.0 feet, North 14°30' West crossing Little Marrowbone Creek 44.5 feet to a point in the southerly margin of Little Marrowbone Road; thence with said road margin North 85°00'East 327.0 feet and North 72°30' East 165.0 feet to the beginning, containing 27.5 acres, more or less.

Being part of the same property conveyed to James O. Anderson and wife, Patricia Margaret Anderson by deed from Edmund Percy Sellick and wife, of record in Book 3612, page 322, said Register's Office.

unimproved ( )
This is improved ( ) property, know as _____ (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 John R. Davis Rodriguez, his 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 1974 taxes.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said John R. Davis Rodriguez his 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 maiure, as hereinafter provided, and for the consideration of one dollar, to in hand paid, , the said John R. Davis Rodriguez

does
do hereby transfer and convey unto , Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said John R. Rodriguez 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 $ 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.

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 grantor 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 , the said John R. Rodriguez 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 I 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; I 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. I 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. I 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 grantor 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 Joe Freeman, 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 _____ and _____ hereunto set our hands at Nashville, Tennessee, this the 5th day of February 1974

James O. Anderson

James O. Anderson

Patricia M. Anderson

Patricia Margaret Anderson

John R. Davis Rodriguez

John R. Davis Rodriguez

STATE OF TENNESSEE
Davidson County

Personally appeared before me, J. ALLEN KENNEDY, JR., a Notary Public in and for said County and State, the within named James O. Anderson

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 5th day of February, 1974

J. ALLEN KENNEDY, JR., Notary Public.

Commission Expires 8-8-77

J. ALLEN KENNEDY NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE
DAVIDSON County.

Personally appeared before me, Gail Pigg, a Notary Public in and for said County and State, the within named Patricia Margaret Anderson and John R. Davis Rodriguez

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 5th day of February, 1974

Gail Pigg, Notary Public.

Commission Expires 4/27/77

NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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)

FEB-6	CONV	40,000.00			
FEB-6	MORTG	20,000.00			
FEB-6	S TAX		A*	104.00	
FEB-6	S TAX		A*	18.00	
FEB-6	RECFEE		A*	.50	
FEB-6	W DEED		A*	8.00	* 130.50

INSTALLMENT DEED

FROM
James O. Anderson et ux

TO
John R. Davis Rodriguez

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

C 41048

IDENTIF. REFERENCE

FEB 6 3 17 PM '74

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

TOOLEY CO., NASHVILLE

Return to Gail Pigg

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
John R. Davis Rodriguez	Same	Map 38
% John Lindy (NAME)	(NAME)	
226 Thistle Ave. No. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	#13
Nashville, Tenn. 37201 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	14D-49420

THIS INSTRUMENT WAS PREPARED BY

Gail P. Pigg
Attorney at Law
916 J. C. Bradford Bldg.
Nashville, Tennessee 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 40,000.00 Rebecca D. Rell
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF February 1974

Gail P. Pigg
Notary Public

MY COMMISSION EXPIRES: 4/27/77

(AFFIX SEAL)