INSTALLMENT DEED

For and in Consideration of the sum of Fifty-five Thousand and No/100---------- ($55,000.00)---------- Dollars,

of which Four Thousand and No/100---------- ($4,000.00)---------- Dollars,

has been paid in cash by Leonard R. Duncan and wife, Marguerite P. Duncan, and Charles C. Harris and wife, Barbara B. Harris

the receipt of which is hereby acknowledged, and for the remainder Fifty-one Thousand and No/100---------- ($51,000.00)---------- Dollars,

the said Leonard R. Duncan and wife, Marguerite P. Duncan, and Charles C. Harris and wife, Barbara B. Harris have executed their joint promissory note of even date herewith, payable to Noble Bates, and wife, Laura Bates, payable in monthly installments as follows, to-wit: On the 1st day of May, 1974, the sum of $500.00, and thereafter on or before the 1st day of each succeeding month a like amount, until the entire amount, both principal and interest, has been paid in full; and also shall pay, on or before the 1st day of April, 1976, and every 2 years thereafter, until the indebtedness is paid in full, the sum of $4,000.00, to be applied to the reduction of principal. It is understood that the above note includes the balance owing on a certain note dated 9 April 1971, to First American National Bank in Nashville, in the original principal amount of $42,000.00, of record in Book 4493, page 21, Register's Office for Davidson County, Tennessee.

all of said notes bearing 7.5 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, Noble Bates and wife, Laura Bates

have this day bargained and sold, and do hereby transfer and convey unto the said Leonard R. Duncan and wife, Marguerite P. Duncan, and Charles C. Harris and wife, Barbara B. Harris, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT I: Being part of Lot No. 1 of Block "D" on the plan of Eastlawn, as of record in Book 547, pages 153 and 154, Register's Office for said County.

SAID Part of said Lot No. 1 fronts 100 feet on the easterly side of Gallatin Road, as widened, and extends back between lines, 106 feet, more or less, on the southerly side with the northerly margin of Elmore Street, and 106 feet, more or less, on the northerly side, to a line in the rear, measuring 104.66 feet thereon.

TRACT II: Being Part of Lot No. 2 of Block "D" in Eastlawn, as of record in Book 547, pages 153 and 154, Register's Office for said County.

SAID Part of Lot No. 2 fronts 61.75 feet on the easterly side of Gallatin Road, and runs back between parallel lines 106± ft. to a dead line, measuring 61.75 feet thereon.

BEING the same property conveyed to Noble Bates and wife, Laura Bates, by deed from J. S. Wooten and wife, Mary Thomas Wooten, of record in Book 4726, page 155, Register's Office for Davidson County, Tennessee.

This conveyance is subject to any and all zoning regulations, building restrictions and setback lines, if any, and easements and rights of way for public utilities applicable to this property; and taxes for the current year, which have been prorated and assumed by the Grantees herein.

This is unimproved ( ) improved ( ) property, know as 1200 - 1202 Gallatin Road, Nashville, Tennessee
(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 Leonard R. Duncan and wife, Marguerite P. Duncan, and Charles C. Harris and wife, Barbara B. Harris, 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Leonard R. Duncan and wife, Marguerite P. Duncan, and Charles C. Harris and wife, Barbara B. Harris, 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 Leonard R. Duncan and wife, Marguerite P. Duncan, and Charles C. Harris and wife, Barbara B. Harris do hereby transfer and convey unto Billy Howell, 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 Leonard R. Duncan and wife, Marguerite P. Duncan, and Charles C. Harris and wife, Barbara B. Harris 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, 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 Leonard R. Duncan and wife, Marguerite P. Duncan, and Charles C. Harris and wife, Barbara B. Harris 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 Leonard R. Duncan and wife, Marguerite P. Duncan and Charles C. Harris and wife, Barbara B. Harris 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 Billy Howell, 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 Leonard R. Duncan and wife, Marguerite P. Duncan, and Charles C. Harris and wife, Barbara B. Harris and Noble Bates and wife, Laura Bates

hereunto set our hands at Nashville, Tennessee, this the 18 day of March 1974

Leonard R. Duncan

Marguerite P. Duncan

Charles C. Harris

Barbara B. Harris

Noble Bates

Laura Bates

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Leonard R. Duncan and wife, Marguerite P. Duncan, and Charles C. Harris and wife, Barbara B. Harris

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 18th day of March, 1974

Commission Expires 11-8-75

Notary Public.

STATE OF MICHIGAN
Oakland County.

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Noble Bates and wife, Laura Bates

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 Milford, Michigan, this 14th day of March, 1974

Commission Expires

BONNITA A. SEBASTIAN
Notary Public, Oakland County, Michigan
My Commission Expires January 31, 1978

Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 4797 PAGE 324

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)

MAR 19 74 CONV 55,000.00
MAR 19 74 MORTG 51,000.00
MAR 19 74 S TAX A* 143.00
MAR 19 74 S TAX A* 49.00
MAR 19 74 PRFEE A* .50
MAR 19 74 WDEED A* 8.00 * 200.50

INSTALLMENT DEED

FROM NOBLE BATES, ET UX LAURA BATES

TO LEONARD R. DUNCAN, ET UX, and CHARLES C. HARRIS, ET UX

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

C 4 6 1 1 0

IDENTIF. REFERENCE

MAR 19 12 16 PM '74

FELIX A. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Leonard R. Duncan, et ux and Charles C. Harris, etux (NAME)	OWNERS (NAME)	MAP 34-13
1202 Gallatin Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	PAR 169 & 170
Madison, Tennessee 37115 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

This Instrument Prepared By:
FOLEY and WEISS, ATTYS.
521 STAHLMAN BUILDING
NASHVILLE, TENNESSEE 37201

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 55,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 18th DAY OF March, 19 74

Notary Public

MY COMMISSION EXPIRES: 11/8/75

(AFFIX SEAL)