BOOK 4797 PAGE 811

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

INSTALLMENT DEED

For and in Consideration of the sum of Thirty Thousand and No/100 ($30,000.00) Dollars, of which Five Thousand and No/100 ($5,000.00) Dollars, has been paid in cash by Ronald W. Decker and wife, Mildred L. Decker the receipt of which is hereby acknowledged, and for the remainder Twenty-Five Thouand and No/100 ($25,000.00) Dollars, the said Ronald W. Decker and wife, Mildred L. Decker have executed their promissory note of even date herewith payable to Walter M. Rowlette and wife, Nancy Rowlette in the amount of Twenty-Five Thousand and No/100 ($25,000.00) Dollars, bearing interest at Eight and One-Half (8-1/2%) percent per annum, and payable in equal monthly installments of Three Hundred Nine and 96/100 ($309.96) Dollars with the first payment due May 1, 1974, and a like amount due on the 1st day of each succeeding month thereafter, however, the entire remaining principal and interest shall be paid in full on or before April 1, 1984. This note may be prepaid in full at any time or any part thereof without penalty.

all of said notes bearing 8-1/2% 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, WALTER M. ROWLETTE and wife, NANCY ROWLETTE

have this day bargained and sold, and do hereby transfer and convey unto the said RONALD W. DECKER and wife, MILDRED L. DECKER, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot 1 of Block "A" on the map of Section 1, Crolywood Subdivision as of record in Book 1130, page 65, Register's Office for said County.

Said Lot No. 1 fronts 75 feet on the north side of Charlotte Pike and runs back between lines 243.5 feet on the east line and 260 feet on the west line to the south line of Lot No. 13 on which it measures 76 feet.

Being the same property conveyed to Walter M. Rowlette and wife, Nancy Rowlette by deed from Daisy Dean Jackson, a widow, of record in Book 4696, page 782, Register's Office for Davidson County, Tennessee.

MAR20	CONV	30,000.00			
MAR20	MORT'G	25,000.00			
MAR20	S'TAX		A*	78.00	
MAR20	S'TAX		A*	23.00	
MAR20	PR'FEE		A*	.50	
MAR20	W'DEED		A*	8.00	* 109.50

This is ( ) unimproved ( ) improved property, know as 6210 Charlotte Avenue, 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 Ronald W. Decker and wife, Mildred L. Decker, 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 1974 taxes.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said Ronald W. Decker and wife, Mildred L. Decker, 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 Ronald W. Decker and wife, Mildred L. Decker do hereby transfer and convey unto George DeMoss, 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 Ronald W. Decker and wife, Mildred L. Decker 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 $ 0.00 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 Ronald W. Decker and wife, Mildred L. Decker 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 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 grantors, 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 George DeMoss, 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 Ronald W. Decker and wife, Mildred L. Decker and Walter M. Rowlette and wife, Nancy Rowlette hereunto set our hands at Nashville, Tennessee, this the 15th day of March 19 74

Ronald W. Decker

Mildred L. Decker

Walter M. Rowlette

Nancy Rowlette

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Gail Pigg, a Notary Public in and for said County and State, the within named Ronald W. Decker and wife, Mildred L. Decker and Walter M. Rowlette and wife, Nancy Rowlette

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 15th day of March, 19 74

Commission Expires 4/27/77

Gail Pigg, 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 }

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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)

INSTALLMENT DEED

FROM Walter M. Rowlette et ux

TO Ronald W. Decker et ux

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

C 46369

IDENTIF. REFERENCE

MAR 20 1 33 PM '74

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Return to Gail Pigg

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ronald W. Decker and wife, Mildred L. Decker (NAME)	Same (NAME)	Map 103-1
6210 Charlotte Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	#16
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	8D, A-35495

THIS INSTRUMENT WAS PREPARED BY
Gail P. Pigg, Attorney
916 J. C. Bradford Bldg.
Nashville, Tennessee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 30,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF March 19 74

Notary Public

MY COMMISSION EXPIRES 9/4/77

(AFFIX SEAL)