MAIL TO: JIM STEVENS RLTY. AUCTION
3937 GALLATIN RD. NASHVILLE, TENN.

INSTALLMENT DEED BOOK 4799 PAGE 180

For and in Consideration of the sum of TWENTY SIX THOUSAND AND NO/100 ----------
----------($26,000.00)---------- Dollars,
of which ONE THOUSAND AND NO/100 ----------($1,000.00)---------- Dollars,
has been paid in cash by Larry Lafferty and A. W. Franck
the receipt of which is hereby acknowledged, and for the remainder TWENTY FIVE THOUSAND AND
NO/100 ----------($25,000.00)---------- Dollars,
~~xxxxxxx~~ (which said figure includes the remaining unpaid balance of a certain~~xxx~~
note secured by the first deed of trust as hereinbelow mentioned) the said Larry Lafferty and A. W. Franck have executed their one note of even date herewith in the original principal amount of $25,000.00, payable to the order of Jim D. Stevens in monthly installments of $173.83 each, to be applied first to interest at the rate of 8% per annum, and balance to principal until the entire amount, both principal and interest, shall have been paid in full, all in accordance with the terms and conditions as set out in said note.

all of said notes bearing 8 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, I, Jim D. Stevens, unmarried

have this day bargained and sold, and do hereby transfer and convey unto the said Larry Lafferty and A. W. Franck their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being all of Lot No. 172, the westerly part of Lot No. 173, and the northwesterly part of Lot No. 174 on the Plan of Maplecrest, as of record in Book 1835, pages 27 and 28, Register's Office for said County, described altogether according to a copy of a survey made by T. R. Sanford, Surveyor, dated November 12, 1960, as follows:

Beginning at an old iron pin set in the southerly margin of Dennywood Drive which point is 15.9 feet easterly from the northeasterly corner of Lot No. 172; thence in a southerly direction 130.95 feet to a concrete monument set at the corner of Lots Nos. 172, 173 and 174; thence southwardly 28.9 feet to a new iron pipe set in Lot No. 174; thence southwestwardly 74.2 feet to a concrete monument set at the corner of Lots Nos. 172, 174 and 151; thence westwardly along the southerlyline of Lot No. 172, 38.5 feet to the common rear corner of Lots Nos. 171 and 172; thence northwardly with the line between Lots Nos. 171 and 172, 195.5 feet to a point in the southerly margin of Dennywood Drive; thence eastwardly along the southerly margin of Dennywood Drive, 80 feet to the point of beginning.

Being the same property conveyed to Jim D. Stevens, unmarried, by deed from Lindley Murray, Jr., and wife, Oneida N. Murray, of record in Book 4754, page 854, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to restrictive covenants of record in Book 1874, page 452, said Registers Office, and the Plan of record in Book 1835, pages 27 & 28 said Register's Office, which shows an owners certificate, certain setback lines and easements.

This conveyance is made subject to a first mortgage in the original principal amount of $11,500.00, payable to the order of Fidelity Federal Savings and Loan Association, and secured by a deed of trust executed by Lindley Murray, Jr., and wife, Oneida N. Murray, to Vaden Lackey, Jr., Trustee. The grantor herein agrees that the monthly installments of $173.83 each, are to be applied first to the payments on the first mortgage, (principal, interest, taxes and insurance) as herein set out, until such time as said first mortgage is paid in full, both principal and interest, and further agrees to secure a full release of same. The grantor herein further agrees that in the event that said first mortgage should become delinquent, then the grantees herein reserve the right to apply such payments to said first mortgage, so as to prevent any default in said first mortgage, and apply any residue from said monthly payments to the payment of any sums owing to the grantor herein.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Larry Lafferty and A. W. Franck their heirs and assigns forever. I covenant that I am 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 as set out herein. I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Larry Lafferty and A. W. Franck 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 Larry Lafferty and A. W. Franck

do hereby transfer and convey unto Jno. B. Cobb, 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 Larry Lafferty and A. W. Franck 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 Larry Lafferty and A. W. Franck 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 Larry Lafferty and A. W. Franck 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, 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 Jno. B. Cobb, 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 Jim D. Stevens, unmarried and Larry Lafferty and A. W. Franck hereunto set our hands at Nashville, Tennessee, this the 20th day of March 19 74

Jim D. Stevens

Larry Lafferty

A. W. Franck

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Edna Earle Carney, a Notary Public in and for said County and State, the within named Jim D. Stevens, unmarried and Larry Lafferty and A. W. Franck

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 20th day of March, 19 74

Commission Expires My Commission Expires Dec. 5, 1977

Edna Earle Carney, Notary Public.

NOTARY PUBLIC DAVIDSON COUNTY

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 4799 PAGE 183

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 25	CONV	26,000.00			
MAR 25	MORTG	25,000.00			
MAR 25	STTAX		A*	67.60	
MAR 25	STTAX		A*	23.00	
MAR 25	PBFEE		A*	.50	
MAR 25	WDEED		A*	8.00	* 99.10

MAIL TO: JIM STEVENS RLTY. AUCTION
3937 GALLATIN RD. NASHVILLE, TENN.

INSTALLMENT DEED

FROM
Jim D. Stevens

TO
Larry Lafferty
A. W. Franck

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

C 46994

IDENTIF. REFERENCE

MAR 25 4 00 PM '74

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Larry Lafferty & A.W.Franck (NAME)	Fidelity Federal Savings & Loan Assoc (NAME)	8-12
1025 Seymour Avenue (STREET ADDRESS OR ROUTE NUMBER)	226 Third Avenue, North (STREET ADDRESS)	66
Nashville, Tennessee 37206 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37201 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

This instrument was prepared by
Jno. E. Cobb, Jr., Attorney at Law
Stahlman Building, Nashville, Tenn

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 26,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20th DAY OF March 19 74

Notary Public

MY COMMISSION EXPIRES: My Commission Expires Dec 5, 1977

(AFFIX SEAL)