INSTALLMENT DEED BOOK 4806 PAGE 467

For and in Consideration of the sum of TEN-THOUSAND AND NO/100 ($10,000.00)----------Dollars, of which ONE-THOUSAND AND NO/100 ($1,000.00)----------Dollars, has been paid in cash by Henry E. Parrish and wife, Glendon Teresa Parrish the receipt of which is hereby acknowledged, and for the remainder NINE-THOUSAND AND NO/100 ($9,000.00)----------Dollars, the said Henry E. Parrish and wife, Glendon Teresa Parrish have this day executed their one promissory note of even date herewith in the principal sum of $9,000.00, payable to the order of John M. Stout and wife, Kizzie L. Stout, and executed by Henry E. Parrish and wife, Glendon Teresa Parrish, and given as part of the purchase money on the herein described property. Said note is payable in seven (7) consecutive annual installments as follows:

1. $1,285.71 on or before March 1, 1975, plus interest, interest being at the rate of 7½% per annum;
2. $1,285.71 on or before March 1, 1976, plus interest, interest being at the rate of 7½% per annum;
3. $1,285.71 on or before March 1, 1977, plus interest, interest being at the rate of 7½% per annum;
4. $1,285.71 on or before March 1, 1978, plus interest, interest being at the rate of 7½% per annum; *(Continued, see page three).

all of said notes bearing ~~six~~ 7½% 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, John M. Stout and wife, Kizzie L. Stout

have this day bargained and sold, and do hereby transfer and convey unto the said Henry E. Parrish and wife, Glendon Teresa Parrish, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land located in the 10th Civil District of Davidson County, Tennessee, being Tract #2 of the W. C. Cato property, and described according to a survey made by Murray D. Shanklin, revised September 5, 1968, as follows:

Beginning at the West margin of Brick Church Pike, at the corner of Tracts 2 and 3; thence with the Pike South 21 degrees 14 minutes East 214.6 feet to the corner of Tracts 1 and 2; thence with the line between said Tracts South 84 degrees West 770 feet to a 10-inch elm in David E. Jernigan's line; thence with his line North 12 degrees 10 minutes West 90 feet to an iron pin in the line of Tract No. 3; thence with the line between Tracts 2 and 3 North 88 degrees 18 minutes East 716 feet to the beginning, containing 3.3 acres, more or less.

Being the same property conveyed to John M. Stout or wife, Kizzie L. Stout, by deed from William C. Cato and wife, Nettie Mai Cato, of record in Book 4282, Page 715, Register's Office for Davidson County, Tennessee.

There is included in the above described description, but hereby excluded therefrom, a parcel of real estate lying and being in Davidson County, Tennessee, and more particularly bounded and descirbed as follows:

Beginning at a stake located on the West margin of Brick Church Pike, said point of beginning being located at the northeast corner of Tract No. 2 as reflected on the survey of W. C. Cato property, which survey is of record in Book No. 3529, Page 235,**(Cont'd. page three).

This is unimproved ( ) improved ( ) property, know as _____ (House Number) (Street) P. O. Address: (City or Town) (Zip Code)

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

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Henry E. Parrish and wife, Glendon Teresa Parrish, 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 and our heirs and representatives, to warrant and forever defend the title to said real estate to said Henry E. Parrish and wife, Glendon Teresa Parrish, 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 Henry E. Parrish and wife, Glendon Teresa Parrish

do hereby transfer and convey unto Tom G. Coleman, 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 Henry E. Parrish and wife, Glendon Teresa Parrish 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 interest 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 Henry E. Parrish and wife, Glendon Teresa Parrish 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 borrowers representatives or assigns.

*Continued from page 1.

5. $1,285.71 on or before March 1, 1979, plus interest, interest being at the rate of 7½% per annum;
6. $1,285.71 on or before March 1, 1980, plus interest, interest being at the rate of 7½% per annum;
7. $1,285.74 on or before March 1, 1981, plus interest, interest being at the rate of 7½% per annum.

The first payment falling due on the 1st day of March, 1975, and continuing in consecutive annual installments as aforesaid until both principal and interest are fully paid. Payments when made will be credited first to interest due; balance to unpaid principal sum.

**Continued from page 1.

in the Register's Office for Davidson County, Tennessee, to which plat reference is here made for a more particular description, and from the point of beginning runs thence with the North line of said original tract North 88 degrees 18 minutes West 770 feet to a stake to the northwest corner of said original tract, and to the northeast corner of the David Jernigan tract of land; runs thence with the West line of the original tract and the East line of the Jernigan tract South 5 degrees East 16 foot to a stake; runs thence South 88 degrees and 18 minutes East 750 feet, more or less, to a stake in the West margin of said Brick Church Road; runs thence with West margin of said Road North 21 degrees 14 minutes West 14 feet to a stake and to the point of beginning.

The above described tract is a strip 14 feet on the Brick Church Pike and extending westerly between parallel lines 770 feet in North line and 750 feet on the South line to the line in the rear measuring 14 feet thereon, and being a portion of Tract No. 2 which is 3.3 acres, more or less, off the North line, that was conveyed to John Stout and wife, Florene Stout in Book 4282, Page 715, Register's Office for Davidson County, Tennessee.

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 Tom G. Coleman, 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 John M. Stout and wife, Kizzie L. Stout and Henry E. Parrish and wife, Glendon Teresa Parrish, hereunto set our hands at Nashville, Tennessee, this the 28th day of March 19 74

Henry E. Parrish
Glendon Teresa Parrish
John M. Stout
Kizzie L. Stout

STATE OF TENNESSEE
Davidson County

Personally appeared before me, THE UNDERSIGNED, a Notary Public in and for said County and State, the within named John M. Stout and wife, Kizzie L. Stout

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 28th day of March, 19 74

My Commission Expires Sept 12, 1976

Commission Expires My Commission Expires Sept 12, 1976, Notary Public.

STATE OF TENNESSEE
DAVIDSON County.

Personally appeared before me, THE UNDERSIGNED, a Notary Public in and for said County and State, the within named Henry E. Parrish and wife, Glendon Teresa Parrish

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 28th day of March, 19 74

My Commission Expires Sept 12, 1976

Commission Expires My Commission Expires Sept 12, 1976, Notary Public.

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)

APR16'74	CONV	10,000.00			
APR16'74	MORT'G	*9,000.00			
APR16'74	S'TAX		A*	26.00	
APR16'74	S'TAX		A*	7.00	
APR16'74	PR'FEE		A*	.50	
APR16'74	W'DEED		A*	10.00	* 43.50

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

INSTALLMENT DEED

FROM
John M. Stout, et ux

TO
Henry E. Parrish, et ux

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

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

C 5 0 2 5 7

IDENTIF. REFERENCE

APR 16 3 02 PM '74

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

TOOLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Henry E. Parrish, et ux (NAME)	New Owner (NAME)	Map 32 p/o Par 5 10D-01200
1023 West Chester Dr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Madison, Tenn. (CITY) (STATE) (P. O. ZIP)	Madison, Tenn. (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

PREPARED BY:
Tom G. Coleman, Jr.
Attorney at Law
1623 Parkway Towers
Nashville, Tennessee 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 10,000.00 Henry E. Parrish
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28th DAY OF March 1974.

My Commission Expires Sept 12, 1977
Notary Public

MY COMMISSION EXPIRES: .....

(AFFIX SEAL)