INSTALLMENT DEED

For and in Consideration of the sum of Fifteen Thousand and No/100 ($15,000.00) ---------- Dollars, of which Two Thousand and No/100 ($2,000.00) ---------- Dollars, has been paid in cash by John L. Davis and wife, Emma Jean Davis the receipt of which is hereby acknowledged, and for the remainder Thirteen Thousand and No/100 ($13,000.00)---------- Dollars, the said John L. Davis and wife, Emma Jean Davis have executed their joint promissory note of even date herewith payable to John D. Tyler and wife, Eleanor H. Tyler in the amount of Thirteen Thousand and No/100 ($13,000.00) Dollars, bearing interest at Eight and One-Half (8-1/2%) percent per annum and payable in equal monthly installments of One Hundred Twenty-Eight and 02/100 ($128.02) Dollars with the first payment due June 20, 1974, and like amount due on the 20th day of each succeeding month thereafter, however the entire remaining principal and interest shall be paid in full on or before May 20, 1989.

all of said notes bearing ~~six~~ 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, John D. Tyler and wife, Eleanor H. Tyler

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have this day bargained and sold, and do hereby transfer and convey unto the said John L. Davis and wife, Emma Jean Davis, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A certain tract or parcel of land situated and lying in the State of Tennessee, County of Davidson and City of Nashville and more particularly described as follows:

Being Lot No. 69 and the easterly one-half of Lot No. 70 in the Belmont Land Company's Plan of lots called Belmont Heights, as of record in Book No. 421, page 34, in the Register's Office of said County. Said Lot No. 69 and the easterly one-half of said Lot No. 70 together front 150 feet on the North side of Elmwood Avenue and run back between parallel lines, with Harpeth Street on the east, 188 feet to an alley.

This conveyance excludes a 50 foot lot conveyed to Mr. Bob Sharp by warranty deed in 1951.

Being the same property conveyed to John D. Tyler and wife, Eleanor H. Tyler by deed from R. Price Nimmo, Trustee of record in Book 4550, page 939, Register's Office for Davidson County, Tennessee.

This is ( ) unimproved (X) improved property, know as 1502 Elmwood 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 John L. Davis and wife, Emma Jean Davis 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 L. Davis and wife, Emma Jean Davis, 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 John L. Davis and wife, Emma Jean Davis

do hereby transfer and convey unto John 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 John L. Davis and wife, Emma Jean Davis 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 $ 13 000.00 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 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 John L. Davis and wife, Emma Jean Davis 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, 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 John 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 John D. Tyler and wife, Eleanor H. Tyler and John L. Davis and wife, Emma Jean Davis hereunto set our hands at Nashville, Tennessee, this the 20th day of May 19 74

John D. Tyler

Eleanor H. Tyler

John L. Davis

Emma Jean Davis

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Gail Pigg, a Notary Public in and for said County and State, the within named John D. Tyler and wife, Eleanor H. Tyler and John L. Davis and wife, Emma Jean Davis

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 May, 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

BOOK 4817 PAGE 435

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)

MAY 21 74	CONV	15,000.00			
MAY 21 74	MORT'G	13,000.00			
MAY 21 74	S'TAX		A*	39.00	
MAY 21 74	S'TAX		A*	11.00	
MAY 21 74	PR'FEE		A*	.50	
MAY 21 74	W'DEED		A*	8.00	* 58.50

INSTALLMENT DEED

FROM
John D. Tyler etux

TO
John L. Davis et ux

Attorneys Title Company
Tides Guaranteed
NASHVILLE, TENN.

C 55232

IDENTIF. REFERENCE

MAY 21 2 16 PM '74

REGISTER
DAVIDSON COUNTY, TENN.

Return to Gail Pigg
TURLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
John L. Davis and wife, Emma Jean Davis (NAME)	Same (NAME)	105-13
1502 Elmwood Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	#111
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	W22-10435

THIS INSTRUMENT WAS PREPARED BY

Gail P. Pigg, Attorney
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

$ 15,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20th DAY OF May 1974.

Notary Public

MY COMMISSION EXPIRES: 4/27/77

(AFFIX SEAL)