This Instrument Was Prepared By: Charles F. Frazier, Attorney
200 Court Square Building
300 James Robertson Parkway
Nashville, Tennessee 37201

BOOK 481 PAGE 226

117-12
66 Pw

INSTALLMENT DEED

For and in consideration of the sum of Thirty-Five Thousand Seven Hundred Fifty Dollars and Ninety Cents ($35,750.90) of which Six Thousand Two Hundred Thirty-Six Dollars and Seventy-Seven Cents ($6,236.77) has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Twenty-Nine Thousand Five Hundred Fourteen Dollars and Thirteen Cents ($29,514.13) LAURA R. BATES has executed an installment deed note of even date herewith in the amount of Eight Thousand ($8,000.00) Dollars payable at the rate of One Thousand ($1,000.00) Dollars per year with interest at the rate of six (6%) per cent per annum with the first payment due and payable on May 15th, 1975, and a like payment due and payable on the 15th day of May of each year thereafter until said note has been paid in full. In addition thereto, LAURA R. BATES, has agreed to forward to L. Ruth Fairris Lawrence a check in the amount of Two Hundred Twenty-Eight ($228.00) Dollars with said payments to start on June 1st, 1974, and to continue to send a like check on the 1st day of each month thereafter until a mortgage on which said payment is to be applied in the amount of Sixteen Thousand Five Hundred Fourteen Dollars and Thirteen Cents ($16,514.13) with Home Federal Savings & Loan Association has been discharged in full. In addition thereto, LAURA R. BATES, has agreed to forward to L. Ruth Fairris Lawrence a check in the amount of Seventy-Seven Dollars and Nine Cents ($77.09) with said payments to start on June 1st, 1974, and to continue to send a like check on the 1st day of each month thereafter with said payments to be applied upon a second mortgage in the amount of Five Thousand ($5,000.00) Dollars held by Home Federal Savings & Loan Association and said payments are to continue until said mortgage has been discharged in full, and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney's fees, a lien is expressly retained on the land herein conveyed for the payment of said note and

the payment of the two mortgages heretofore mentioned, I, L. RUTH FAIRRIS LAWRENCE, have this day bargained and sold, and do hereby transfer and convey unto the said LAURA R. BATES, her successors, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

"Being Lot No. 5, Block "C", on the Map of Galecrest No. 2, as of record in Book 974, Page 20, Register's Office for Davidson County, Tennessee.

Said Lot No. 5 fronts 75 feet on the northerly side of Woodmont Avenue and runs back between parallel lines 200 feet to a dead line.

Being the same property conveyed to L. Ruth Fairris Lawrence by deed from James R. Gary and wife, Sara B. Gary, of record in Book 4567, Page 754, Register's Office for Davidson County, Tennessee."

To have and to hold said real estate, with the appurtenances, estate, title and interest thereto belonging to the said LAURA R. BATES, her successors, 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 with the exception of the first and second mortgages held by Home Federal Savings & Loan Association hereinabove mentioned. I further covenant and bind myself and my heirs and representatives, to warrant and forever defend the title to said real estate to said LAURA R. BATES, her successors, 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said LAURA R. BATES, hereinafter referred to as trustor, hereby transfers and conveys unto Charles F. Frazier, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustor agrees to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company, or companies, for the sum of Thirty Thousand ($30,000.00) Dollars, or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as her interest may appear.

Trustor further agrees to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court

to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustor upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear six per cent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustor shall pay the indebtedness when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustor fails to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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 Courthouse 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustor, her order, 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 indbetedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

WITNESS our hands this the 23rd day of May, 1974.

L. Ruth Fairris Lawrence

Laura R. Bates

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, CAROLYN HASTINGS, a Notary Public in and for said County and State, L. RUTH FAIRRIS LAWRENCE and LAURA R. BATES, the within named 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 23rd day of May, 1974.

Carolyn Hastings
NOTARY PUBLIC

My Commission Expires: 2/8/78

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $35,750.90).

Laura R. Bates
AFFIANT

Subscribed and sworn to before me, this the 23rd day of May, 1974.

Carolyn Hastings
NOTARY PUBLIC

My Commission Expires: 2/8/78

This is improved property known as 1492 Woodmont Boulevard, Nashville, Tennessee.

ADDRESS NEW OWNER:

LAURA R. BATES
1492 Woodmont Boulevard
Nashville, Tennessee

SEND TAX BILLS TO:

Home Federal Savings & Loan Assn.
Life & Casualty Tower
Nashville, Tennessee 37219

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

CONV 35,750.90
MORT'G 8,000.00
WDEED
A* 93.00
A* 6.00
A* .50
A* 8.00
* 107.50

C56079