This instrument was prepared by
RUTHERFORD, CROCKETT, GUENTHER,
306 Nashville Bank and Trust Bldg.

Installment Deed

This instrument was prepared by
RUTHERFORD, CROCKETT, GUENTHER,
306 Nashville Bank and Trust Bldg.,
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Anne H. Castner (NAME)	Same	MAP 116 - 10
302 Cornwall Avenue (STREET ADDRESS OR ROUTE NUMBER)	BOOK 4820 (NAME) PAGE 357 (STREET ADDRESS)	PAR. 101
Nashville, Tenn. 37205 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	MP

FOR AND IN CONSIDERATION of the sum of Seventy-Five Thousand and NO/100 - - - - - - - - - ($75,000.00) - - - - - - - - - - *Dollars,*

of which Eighteen Thousand and NO/100 - - - - - - - ($18,000.00) - - - - - - - - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Fifty-Seven Thousand and no/100 - - - - - - - - ($57,000.00) - - - - - - - - - - *Dollars,*

Anne H. Castner and husband, Harold J. Castner

have executed

their joint and several negotiable promissory installment note of even date in the principal amount of $57,000.00 payable to the order of Margaret Frazer Rose in one hundred forty-four (144) successive monthly installments of $601.47 each, the first due and payable on June 30, 1974, and a like amount on the last day of each successive month thereafter, said installments including interest at 7-1/2 per cent per annum

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed,

I, MARGARET FRAZER ROSE

have this day bargained and sold, and do hereby transfer and convey unto the said

ANNE H. CASTNER,

her *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

"Land in Davidson County, Tennessee, being the westerly part of Lot No. 13 and all of Lot No. 14 in the Bransford Realty Company's Berkley Hills Subdivision, of record in Book 547, pages 57 and 58, Register's Office for said County, and described according to a survey made September 4, 1925, by S. M. McMurray Engineering Company, as follows:

"Beginning on the northerly margin of Cornwall Avenue at the corner of Lots Nos. 14 and 15; thence with the northerly margin of said Avenue easterly 111.5 feet to the corner of Lots Nos. 13 and 14; thence northerly 104.5 feet to a point 12.2 feet easterly from the line between said Lots Nos. 13 and 14; thence northerly 118.6 feet to the southerly line of Lot No. 12 at the corner of said Lots Nos. 13 and 14; thence with the southerly line of Lot No. 12, north 70-1/2 deg. west 74.7 feet to the corner of Lots Nos. 14 and 15; thence southerly with the line between said two lots 212 feet to the beginning.

"Being the same property conveyed to Margaret Frazer Rose, by quitclaim deed of record in Book 4456, page 84, Register's Office of Davidson County, Tennessee, and by will of Mary Washington Frazer,

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 75,000.00

Subscribed and sworn to before me, this the 28th day of May, 19 74

Affiant

My commission expires: May 10, 1976

(Affix Seal)

Notary Public

of record in Will Book 109, page 683, Office of the Probate Court Clerk for Davidson County, Tennessee.

"This conveyance is subject to restrictions of record in instruments recorded in Book 633, page 450, Book 649, page 622, Book 692, page 616, and Book 778, page 223, and Book 736, page 67, Register's Office for Davidson County, Tennessee."

This is unimproved (X) improved property, known as 302 Cornwall Avenue Nashville
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Anne H. Castner 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.,* except by 1974 taxes assumed by grantee and as aforesaid.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Anne H. Castner, 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 Anne H. Castner and husband, Harold J. Castner *hereinafter referred to as trustors, hereby transfer and convey unto* J. VAULX CROCKETT, *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:*

Trustors 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 the sum of $ 57,000.00, *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* ~~[illegible]~~ *the lawful owner or holder of said indebtedness as his interest may appear.*

Trustors further agree 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 trustors 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 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid 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, trustors fail 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 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. 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 trustors, their 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 indebtedness, 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 30th *day of* May, *19*74

I join herein for the purpose of waiving any marital rights I might have on this property.

Stanley D. Rose

Margaret Frazer Rose
MARGARET FRAZER ROSE

Anne H. Castner
ANNE H. CASTNER

Harold J. Castner
HAROLD J. CASTNER

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mabel Burkhalter, *a Notary Public in and for said County and State,* MARGARET FRAZER ROSE, ANNE H. CASTNER and husband HAROLD J. CASTNER

*the within named 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* 30th *day of* May, *19*74

Mabel Burkhalter *Notary Public*

Commission expires May 16, 1976

STATE OF Tennessee }
COUNTY OF Davidson }

BOOK 4820 PAGE 360

Personally appeared before me, Mabel Burkhalter, *a Notary Public in and for said County and State,* Stanley D. Rose

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that he *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee, *this* 30th *day of* May, *19* 74

Mabel Burkhalter *Notary Public*

Commission expires May 16, 1976

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared....., with whom I am 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 corporatoin by* self *as.....*

Witness my hand and seal, at office in....., this.....day of....., 19.....

Notary Public

Commission expires.....

mail deed, attn
Int Corner Center
Nashville, Tenn

INSTALLMENT DEED

FROM

MARGARET FRAZER ROSE

TO

ANNE H. CASTNER

MAY 31 74	CONV	75,000.00			
MAY 31 74	MORT'G	57,000.00			
MAY 31 74	S'TAX		A*	195.00	
MAY 31 74	S'TAX		A*	55.00	
MAY 31 74	PR'FEE		A*	.50	
MAY 31 74	W'DEED		A*	8.00	* 258.50

C 5 6 6 2 6

IDENTIF. REFERENCE

MAY 31 8 14 AM '74

DAVIDSON COUNTY, TENN.

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE