Prepared by: G. Braden Kelly, Jr. - 338 White Bridge Rd Nashville, Tenn.
New Owner: Gordon E Drake et ux - River Road Pike, Rt 2 Tax notice: Same
Nashville, Tenn.

INSTALLMENT DEED BOOK 1832 PAGE 955 Map 66 Par. 46
OSD- 16500

For and in Consideration of the sum of Nine thousand and Five Hundred and
No/100- - - - - ($9,500.00)- - - - - - - - - - - - - - - - - - Dollars,
of which Four thousand ninety three and No/100- - - - - - - - - - - Dollars,
has been paid in cash by Gordon E. Drake and wife, Irene W. Drake
the receipt of which is hereby acknowledged, and for the remainder Four thousand
eight hundred seven and No/100- - - - - - - - - - - - - - - - - - Dollars,
the said Gordon E. Drake and wife, Irene W. Drake have
executed their promissory note in the amount of Four thousand eight hundred and seven and No/100 Dollars ($4,807.00) payable to Robert Krengel on or before January 1, 1975. Said note does not bear interest at any rate.

all of said notes bearing six 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, Robert Krengel, unmarried

have this day bargained and sold, and do hereby transfer and convey unto the said
Gordon E. Drake and wife, Irene W. Drake heirs and assigns,
certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being in the 8th, formerly the 12th Civil District of Davidson County, Tennessee described according to a copy of a survey made by Wm. Collier Parrish Associates, Civil Engineers, dated January 9, 1963, as Follows:

BEGINNING at a point in the center of River Road, the easterly corner of the property conveyed to Joe R. Towns, by deed from T. L. Lee and wife, as of record in Book 1236, pabe 190, Register's Office; thence along what was Towns' easterly line and said line extended, South 12° 15' west 646.47 feet to a point; thence South 72° east 347.82 feet to a point; thence north 37° east 439.56 feet to the center line of Old River Road; thence along the center line of Old River Road, around a slight curve in an approximate direction of north 42° 30' west, a distance of 417.1 feet to a point of intersection of said Old River Road and present River Road; thence with the center of River Road, North 60° 50' west 200 feet to the point of beginning.

BEING the same property conveyed to Robert Krengel and wife, Betty Jean Krengel, by deed from Josephine C. Cornwell Redden of record in Book 3503, page 159 Register's Office for Davidson County, Tennessee. The said Robert Krengel and wife, Betty Jean Krengel, having since been divorced and by deed from Wilson West, Trustee, to Robert Krengel, of record in Book 4812, page 733, said Register's Office, the interest of Betty Jean Krengel was vested in Robert Krengel.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Gordon E. Drake and wife, Irene W. Drake heirs and assigns forever. I covenant that I lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Gordon E. Dranke and wife, Irene W. Drake, 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 in hand paid, we, the said Gordon E. Drake and wife, Irene W. Drake do hereby transfer and convey unto A. B. Floyd, 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 Gordon E. Drake and wife, Irene W. Drake 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 amount 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 Gordon E. Drake and wife, Irene W. Drake 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 Gordon E. Drake and wife, Irene W. Drake 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 A. B. Floyd, 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 Gordon E. Drake and wife, Irene W. Drake and Robert Krengel hereunto set our hands at Nashville, Tennessee, this the 6 day of July 1974

Robert Krengel
Gordon E. Drake
Irene W. Drake

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Robert Krengel, Gordon E. Drake and wife Irene W. Drake

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 6th day of July, 1974

A. B. Floyd, Jr., Notary Public.

Commission Expires 5-23-77

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
Davidson County

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Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____

My commission expires _____

_____
Notary Public

JUL 10 ?? CONV *9,500.00
JUL 10 ?? MORT'G *4,807.00
JUL 10 ?? S'TAX A* 24.70
JUL 10 ?? S'TAX A* 2.80
JUL 10 ?? PR'FEE A* .50
JUL 10 ?? W'DEED A* 8.00 * 36.00

INSTALLMENT DEED

FROM
ROBERT KRENGEL

TO
GORDON E. DRAKE, ET UX

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

C 6 2 4 0 8

IDENTIF. REFERENCE

JUL 10 11 51 AM '74
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

File: O. Gordon Floyd Jr.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $9,500.00

Gene N. Floyd
Affiant

Subscribed and sworn to before me, this the 6th day of July 1974.

O. Gordon Floyd
Notary Public

My Comm. Exp: 5-23-77