INSTALLMENT DEED

For and in Consideration of the sum of Twenty-Two Thousand, Two Hundred-Fifty and no/100 ($22,250.00) Dollars, of which One Thousand, Two Hundred-Fifty and no/100 ($1,250.00) Dollars, has been paid in cash by David S. Camp and wife, Jean Camp (hereinafter sometime called grantee) the receipt of which is hereby acknowledged, and for the remainder Twenty-One Thousand and no/100 ($21,000.00) Dollars, the said David S. Camp and wife, Jean Camp have executed their joint promissory note, of even date herewith, payable to the order of Margaret J. Wright in 300 monthly installments of $183.48 each, including both principal and interest at the rate of 9.5% per annum, beginning September 1, 1974, and the final payment due on or before August 1, 1999.

~~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, I, Margaret J. Wright (hereinafter sometime called grantor) have this day bargained and sold, and do hereby transfer and convey unto the said David S. Camp and wife, Jean Camp, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING Lot No. 21 and the easterly one-half of Lot No. 22 on the revised map of Rainbow Terrace Subdivision as of record in Book 1130, Page 85, Register's Office for Davidson County, Tennessee.

SAID Lot No. 21 and said part of Lot No. 22 adjoin and front together 75 feet on the northerly side of McCarley Avenue and run back between parallel lines along the westerly margin of Hillcrest Drive 145 feet to a dead line.

BEING the same property conveyed to David J. Slaughter and wife, Margaret J. Slaughter and Sam K. James and wife, Lillious M. James, by deed from A. J. Coleman and wife, of record in Book 2029, page 409, Register's Office for said County, all right, title, and interest of the said David J. Slaughter having been divested out of him and vested in Margaret E. Slaughter by decree of the Probate Court of Davidson County, Tennessee, dated August 11, 1969, of record in Minute Book 14B, page 734; the said Sam K. James having since died, and the said Lillious M. James having conveyed her undivided one-half interest in said property to Margaret J. Slaughter by deed of record in Book 4500, page 843, said Register's Office, and the said Margaret J. Slaughter having since remarried and is now Margaret J. Wright.

This is unimproved ( ) improved (✓) property, know as 725 (House Number) McCarley Ave. (Street) P. O. Address: Madison (City or Town) TN 37115 (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said David S. Camp and wife, Jean Camp, their 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 as hereinafter shown.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said David S. Camp and wife, Jean Camp, 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 David S. Camp and wife, Jean Camp,

do hereby transfer and convey unto Teresa S. Sims, 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 David S. Camp and wife, Jean Camp

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 $21,000.00 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 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 David S. Camp and wife, Jean Camp 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 David S. Camp and wife, Jean Camp representatives or assigns.

Further covenants, warranties and aggreements:

1. Holder of the note secured by the lien herein retained may collect a "late charge" not to exceed two cents (2) for each one dollar (1) of each payment more than ten (10) days in arrears to cover any extra expense involved in handling delinquent payments.

2. Grantee shall pay to the holder of the note herein secured in equal instalments on the monthly due date of principal and interest hereunder sufficient funds, as determined and redetermined from time to time by holder, to pay when due the next maturing taxes, and insurance premiums on or relating to the premises which funds shall be kept in a special account without the accrual of interest thereon to grantee. The holder shall pay from such account the taxes, and insurance premiums on or before the several dates thereof, and retain in such account any excess above the amount required annually for such purposes, for future payments or shall refund such excess, in whole or in part, to grantee, at holder's option. So long as grantee shall continue payments to holder as hereinabove providedsufficient in amount to pay such obligations as they accrue, grantee shall be excused from making direct payments of taxes, and insurance premiums as specified above in this instrument. If grantee shall fail or neglect to maintain the account at any time in such amount sufficient to provide for the full payment of such obligations as they mature, then at the option of holder, on five (5) days' written notice to grantee, all of the provisions of this installment deed requiring the direct payment thereof shall be reinstated, and grantee required to comply strictly therewith.

3. If grantee, his heirs or assigns, shall sell, convey, transfer, or dispose of or further encumber the real property described herein, or any part of such property, or any interest therein, or agree so to do without the written consent of holder being first obtained, holder shall have the right, at his option, to declare the entire balance of the unpaid principal with unpaid interest due thereon forthwith due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise it in the event of any subsequent default. In the event of default, holder may recover such necessary expenses as may be incurred in collection, including a reasonable attorney's fee.

4. GRANTEE HAS HERETOFORE EXAMINED THE DWELLING LOCATED ON THE DESCRIBED PROPERTY AND GRANTOR WARRANTS AND COVENANTS THAT SHE SHALL, AT HER EXPENSE, REPLACE ALL BROKEN GLASS IN WINDOWS AND REPLACE ALL SHINGLES MISSING FROM THE ROOF OF SUCH DWELLING. WITH THIS EXCEPTION THE PROPERTY HEREIN CONVEYED, IS SOLD "AS IS" AND NO WARRANTIES, EXPRESSED OR IMPLIED, ARE GIVEN BY GRANTOR AS TO THE CONDITION OF THE DWELLING AND IMPROVEMENTS LOCATED ON THE DESCRIBED PROPERTY.

5. This conveyance is made subject to an indebtedness due to Fidelity Federal Savings & Loan Association of Nashville in the original principal balance of $4,500.00, with a present remaining principal balance of approximately $2,558.29, secured by a deed of trust of record in Book 4220, page 945, said Register's Office which grantor warrants and covenants that she will pay according to the terms and conditions thereof.

6. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

7. It is warranted and covenanted that Margaret J. Slaughter, Margaret E. Slaughter, and Margaret J. Wright are one and the same person.

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 Teresa S. Sims, 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 Margaret J. Wright and David S. Camp and wife, Jean Camp hereunto set our hands at Madison, Tennessee, this the 30th day of July 1974

Margaret J. Wright
David S Camp
Jean Camp

**STATE OF TENNESSEE**
**Davidson County**

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Margaret J. Wright and David S. Camp and wife, Jean Camp

the 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 Madison Tennessee, this 30th day of July, 1974

[illegible], Notary Public.

Commission Expires August 21, 1976

**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 4841 PAGE 895

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)

| | | | | | |
|---|---|---|---|---|---|
| AUG-8-74 | CONV | 22,250.00 | | | |
| AUG-8-74 | MORT'G | 21,000.00 | | | |
| AUG-8-74 | S'TAX | | A* | 57.72 | |
| AUG-8-74 | S'TAX | | A* | 19.00 | |
| AUG-8-74 | PR'FEE | | A* | .50 | |
| AUG-8-74 | M'DEED | | A* | 10.00 | * 87.22 |

C 6 6 4 9 7

INSTALLMENT DEED

FROM
Margaret J. Wright

TO
David S. Camp and wife,
Jean Camp

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

IDENTIF. REFERENCE

AUG 8 2 01 PM '74

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

TOOLEY CO., NASHVILLE

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| David S. Camp (NAME) | Fidelity Federal Savings & Loan Assc. (NAME) | |
| 725 McCarley Ave. (STREET ADDRESS OR ROUTE NUMBER) | 226 3rd Ave. N. (STREET ADDRESS) | 52-2 |
| Madison, Tennessee 37115 (CITY) (STATE) (P. O. ZIP) | Nashville, Tennessee 37201 (CITY) (STATE) (ZIP) | 3E pw |

THIS INSTRUMENT WAS PREPARED BY

Dennis Wright, Attorney
400 Gallatin Road, North
Madison, Tennessee 37115
Telephone: 865-2947

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 22,250.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th DAY OF July, 1974

Notary Public

MY COMMISSION EXPIRES: August 21, 1976

(AFFIX SEAL)