INSTALLMENT DEED

For and in Consideration of the sum of Five Thousand & No/100 - ($5,000.00) - - - - - - - - - - - - - Dollars, of which Five Hundred & No/100 - Dollars, has been paid in cash by Harry Roberts and wife, Annie Louise Winston Roberts the receipt of which is hereby acknowledged, and for the remainder Four Thousand, Five Hundred & No/100 - Dollars, the said Harry Roberts and wife, Annie Louise Winston Roberts have executed their promissory note of even date date herewith, payable $85.00 per month beginning 10th day of September, 1974, and continuing on the same date each consecutive month until the entire amount with interest at 8% on the unpaid balance. Also, it is agreed by the parties that from the monthly payments shall be deducted monthly pro-rate of taxes and insurance.

~~six~~ 8 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, we, J. E. Malone and wife, Frances Lucille Malone

have this day bargained and sold, and do hereby transfer and convey unto the said Harry Roberts and wife, Annie Louise Winston Roberts, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the southerly 25 feet of Lot No. 11 and the northerly 11 ft. of Lot No. 10 in the A. W. Wills Addition to East Nashville, a plan of which is of record in Book 57, Page 82, Register's Office for said County.

Said parts of Lots Nos. 10 and 11 adjoin and front together 36 feet on the easterly side of North 5th Street and run back between parallel lines 165 feet to an alley.

Being the same property conveyed to J. E. Malone and wife, Frances Lucille Malone, by deed from Ellie Mai Vanderpool and husband, W. M. Vanderpool, of record in Book 1261, Page 181, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, know as 1025 North 5th Street Nashville, Tn. 37207
(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 Harry Roberts and wife, Annie Louise Winston Roberts, their 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Harry Roberts and wife, Annie Louise Winston Roberts, 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 J. E. Malone and wife, Frances Lucille Malone

do hereby transfer and convey unto George H. Cate, 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 Harry Roberts and wife, Annie Louise Winston Roberts

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 Value 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 Harry Roberts and wife, Annie Louise Winston Roberts 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 Harry Roberts & wife, Annie Louise Winston Roberts, their 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 George H. Cate, 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 J. E. Malone and wife, Frances Lucille Malone and Harry Roberts and wife, Annie Louise Winston Roberts hereunto set our hands at Nashville, Tennessee, this the 10th day of August 1974

James E. Malone

Frances Lucille Malone

Harry Roberts

Annie Louise Roberts

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Geo. H. Cate, a Notary Public in and for said County and State, the within named James E. Malone, Frances Lucille Malone, Harry Roberts and Annie Louise Roberts

the bargainor, 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 12th day of August, 1974

Geo. H. Cate, Notary Public.

Commission Expires My Commission Expires July 19, 1978

My Commission Expires July 19, 1978

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 _____

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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 12 74	CONV	*5,000.00		
AUG 12 74	MORT'G	*11,500.00		
AUG 12 74	S'TAX		A* 13.00	
AUG 12 74	S'TAX		A* 2.50	
AUG 12 74	PR'FEE		A* .50	
AUG 12 74	W'DEED		A* 8.00	* 24.00

C 66751

IDENTIF. REFERENCE

AUG 12 9 11 AM '74

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM
J. E. Malone, et ux

TO
Harry Roberts, et ux

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Harry Roberts, et ux (NAME)	Same (NAME)	82-4
1025 N. 5th Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	83
Nashville, Tn. 37207 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Geo. H. Cate, Attorney
510 Stahlman Building
Nashville, Tn. 37201

Mail to

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 5000 co

Geo. H. Cate
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 10th DAY OF August, 1974.

Margaret H. Cate
Notary Public

MY COMMISSION EXPIRES: Jan 20 1977

(AFFIX SEAL)