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THIS INSTRUMENT WAS PREPARED BY JOHN D. WHALLEY, ATTORNEY, SEVENTH FLOOR, THIRD NATIONAL BANK BUILDING, NASHVILLE, TENNESSEE 37219.

BOOK 4845 PAGE 135

INSTALLMENT DEED

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO	MAP PARCEL NUMBERS
Robert P. Maynard, et ux	Same	FH-12260
(NAME)	(NAME)	145
5742 Hillsboro Road		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	2
Nashville, Tennessee		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	pd

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED TEN THOUSAND and NO/100 ($110,000.00) DOLLARS, of which the sum of THIRTY-FIVE THOUSAND and NO/100 ($35,000.00) DOLLARS has been paid in cash, and for the balance of which ROBERT P. MAYNARD and wife, JANE MAYNARD, have executed their joint and several promissory note of even date herewith, said note being payable to the order of JAMES SUMPTER ANDERSON, JR., and wife, JEAN D. ANDERSON, in two installments as follows: the sum of FIVE THOUSAND and NO/100 ($5,000.00) DOLLARS one year from the date hereof and the balance of SEVENTY THOUSAND and NO/100 ($70,000.00) DOLLARS payable two years from the date hereof, together with interest at the rate of nine (9%) per cent per annum on the unpaid balance from date until paid in full, said interest payments to be made quarterly, and providing for the 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, JAMES SUMPTER ANDERSON, JR., and wife, JEAN D. ANDERSON, have this day bargained and sold, and do hereby transfer and convey unto the said ROBERT P. MAYNARD and wife, JANE MAYNARD, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being part of Lot No. 7 on the Map showing a division of the land owned by the heirs of Joshua Compton, deceased, as of record in Book 843, page 47, Register's Office for said County, described according to a boundary survey made by William Collier Parrish Associates Civil Engineers, February 20, 1962, revised October 4, 1963, and recorded in Plan Book 3500, page 76, as follows:

Beginning in the center of a 40 foot unnamed road, at the southeast corner of the property conveyed to William S. Voorhees, and wife, by deed from James Sumpter Anderson, Jr., and wife, of record in Book 3501, page 401, said Register's Office; thence with said Voorhees eastern boundary line, north 00° 38' west 543.60 feet to an iron stake, said Voorhees northeast corner; thence south 87° 34' east 364.6 feet to an iron stake by others; thence south 1° 40' west 475.62 feet to the center of said 40 foot unnamed road; thence with the center of same, south 81° 19' west 348.4 feet to the beginning, containing 4.14 acres, more or less.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $110,000.00

Subscribed and sworn to before me, this the 19th day of August, 1974

Affiant

My commission expires: 3/6/75 (Affix Seal)

Notary Public

Being part of the real property conveyed to James Sumpter Anderson, Jr., and wife, Jean D. Anderson, by deed from E. C. Nichols, and wife, dated March 29, 1960, filed September 27, 1960, and recorded in Book 3132, page 425, said Register's Office.

Together with all of the right, title and interest which the grantors have in a certain easement for water line of record in Book 4845, page 131, Register's Office of Davidson County, Tennessee, given by Joan Hoiles Voorhees.

This is improved property known as 5742 Hillsboro Road, Nashville, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said ROBERT P. MAYNARD and wife, JANE MAYNARD, their heirs and assigns forever. Undersigned covenant that they 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 except for taxes for 1974, which have been prorated; easement for right-of-way of a 40-foot unnamed road lying within boundaries of premises; and conditions of owner's certificate, as shown on the plan of record in Book 3500, page 76, Register's Office for Davidson County, Tennessee.

JAMES SUMPTER ANDERSON, JR., and wife, JEAN D. ANDERSON, further covenant and bind themselves, their heirs and assigns, to warrant and forever defend the title to said real estate to said Robert P. Maynard and wife, Jane Maynard, 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 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 ($1.00) Dollar paid in cash, receipt of which is acknowledged, the said Robert P. Maynard and wife, Jane Maynard, hereinafter referred to as trustors, hereby transfer and convey unto John D. Whalley, 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 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 their 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 six (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, 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 on this the 19th day of August, 1974.

James Sumpter Anderson Jr.
JAMES SUMPTER ANDERSON, JR.

Jean D. Anderson
JEAN D. ANDERSON

Robert P. Maynard
ROBERT P. MAYNARD

Jane Maynard
JANE MAYNARD

STATE OF TENNESSEE)
: ss:
COUNTY OF DAVIDSON)

Before me, Nancy Edwards, a Notary Public of the State and County aforesaid, personally appeared JAMES SUMPTER ANDERSON, JR., and wife, JEAN D. ANDERSON, 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 office in Nashville, Davidson County, Tennessee, this 14th day of August, 1974.

Nancy Edwards
NOTARY PUBLIC

My commission expires:

2/1/75

STATE OF TENNESSEE)
: ss:
COUNTY OF DAVIDSON)

Before me, Nancy Edwards, a Notary Public of the State and County aforesaid, personally appeared ROBERT P. MAYNARD and wife, JANE MAYNARD, 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 office in Nashville, Davidson County, Tennessee, this 19th day of August, 1974.

Nancy Edwards
NOTARY PUBLIC

My commission expires:

2/1/75

AUG 20 74	CONV	0,000.00			
AUG 20 74	CONV	0,000.00			
AUG 20 74	MORT'G	5,000.00			
AUG 20 74	S'TAX		A*	286.00	
AUG 20 74	S'TAX		A*	73.00	
AUG 20 74	PR'FEE		A*	.50	
AUG 20 74	W'DEED		A*	10.00	* 369.50

IDENTIF. REFERENCE
C 6 7 8 3 9

AUG 20 12 04 PM '74
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.