This instrument prepared by
Third National Bank, Trustee

Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Elizabeth Coles Bonds	Same	116-12 117
(NAME:)	(NAME:)	
3905 Abbott Martin Rd		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of THIRTY-EIGHT THOUSAND ONE HUNDRED THIRTY ($38,130.00)---------- *Dollars,*

of which THREE THOUSAND ONE HUNDRED THIRTY ($3,130.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ---------- THIRTY-FIVE THOUSAND ($35,000.00)---------- *Dollars,*

Elizabeth Coles Bonds, Grantee, *has executed* her Installment Deed Note, of even date herewith, payable to Third National Bank in Nashville, Trustee under will of Louise Bell Coles, for the principal sum of $35,000.00 together with interest at 8.75% per annum in 299 consecutive installments of $287.76 and a final payment of $277.58, in accordance with the terms and conditions as set out in said note,

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, Third National Bank in Nashville, Trustee under will of Elizabeth Coles Bonds,

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

Elizabeth Bell Coles, her

(successors), heirs and assigns,

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

Land in Davidson County, Tennessee, lying in the 7th Civil District of said County, being a part of a triangular tract of land lying along the east line of Lot No. 96-A and 98 on the Map of Royal Oaks Land Company's Subdivision of the Baker tract, as of record in Book 421, pages 102 and 103, Register's Office for said County, and particularly shown on the Plan of a re-subdivision of part of Royal Oaks Subdivision, as of record in Book 974, pages 4 and 5, Register's Office, and more particularly described according to a survey made by James A. Hamilton, Jr., Surveyor, dated October 29, 1955, as follows:

Beginning at a point in the south margin of Abbott Martin Road at the northeast corner of Lot No. 96-A, said point being 560 feet more or less, as measured along a slight curve, easterly from the easterly margin of Lynwood Boulevard; thence along the easterly line of Lot No. 96-A, south 5° 50' east 291 feet to the northeast corner of Lot No. 98, and continuing with the easterly line of Lot No. 98, south 16° 45' east 96.12 feet to a point; thence due east 42.74 feet to a point; thence north 8° 50' east 370.82 feet to a point in the southerly margin of Abbott Martin Road; thence with the margin of the same, north 84° 30' west 157.75 feet to the beginning.

(over)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 38,130.00

Affiant

Subscribed and sworn to before me, this the 6 day of September, 1972

Notary Public

My commission expires: Nov. 12, 1975

(Affix Seal)

HELEN WHITFIELD NOTARY PUBLIC DAVIDSON COUNTY

Being the same property conveyed to Louise Bell Coles, by deed from Laura L. Gates, as of record in Book 3373, page 328, Register's Office for said county, and being part of the property devised to Third National Bank, Trustee, by will of Louise Bell Coles, deceased, of record in Minute Book 224, page 214, Will Book 105, page 67, County Court Clerk's Office for said county.

This conveyance is made subject to property taxes for the current year, a lien assumed and to be paid by Grantee.

This is improved (X) unimproved ( ) property, known as 3905 (House Number) Abbott Martin Road (Street), Nashville (P. O. Address:), Tenn. (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Elizabeth Coles Bonds *(successors), heirs and assigns forever.* Grantor *covenant* s *that* it is *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

Third National Bank in Nashville, Trustee under will of Louise Bell Coles, (and no further or otherwise) does *further covenant and bind* itself as such Trustee, Successors *heirs and representatives, to warrant and forever defend the title to said real estate to said* Elizabeth Coles Bonds, 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 Elizabeth Coles Bonds, the said Grantee, *hereinafter referred to as trustor* s, *hereby transfer* s *and convey* s *unto* Hampton T. Davis, *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 $ 20,000.00, *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 said trustee for the benefit of 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.

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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 26 *day of* September, *19* 74.

Elizabeth Coles Bonds

Elizabeth Coles Bonds
(Grantee and Trustor)

Third National Bank in Nashville,
Trustee Under Will of Elizabeth
Coles Bonds

By: J. Sampson J. Davis
Trust Officer

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Helen Whitfield, *a Notary Public in and for said County and State,* Elizabeth Coles Bonds

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

Witness my hand and official seal at Nashville *Tennessee, this* 26 *day of* September, *19* 74.

HELEN WHITFIELD NOTARY PUBLIC DAVIDSON COUNTY

Helen Whitfield *Notary Public*

Commission expires Nov. 12, 1975

STATE OF.....
COUNTY OF.....

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Personally appeared before me, ...*a Notary Public in and for said County and State,* .....

.....

the within named 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 }

Before me, Helen Whitfield, *a Notary Public of the State and County aforesaid, personally appeared* Hampton I. Davis, *with whom I am personally acquainted, and who, upon oath, acknowledged himself to be* Trust Officer *of the* Third National Bank in Nashville, *the within named bargainor, a corporation, and that he as such* Trust Officer, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as* Trust Officer.

Witness my hand and seal, at office in Nashville, Tennessee,
this 26 *day of* September, *19*74.

Helen Whitfield *Notary Public*

Commission expires Nov. 12, 1975

HELEN WHITFIELD NOTARY PUBLIC DAVIDSON CO. TENN.

OCT-2	CONV	38,130.00			
OCT-2	MORT'G	35,000.00			
OCT-2	S'TAX		A*	99.06	
OCT-2	S'TAX		A*	33.00	
OCT-2	PR'FEE		A*	.50	
OCT-2	W'DEED		A*	8.00	* 140.56

INSTALLMENT DEED

FROM

TO

C 7352 D

IDENTIF. REFERENCE

OCT 2 11 57 AM '74

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

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE