THIS INSTRUMENT PREPARED BY B. R. KENNEDY, JR., ATTORNEY, 921-STAHLMAN BUILDING

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

THOMAS HALES AND WIFE,
MARJORIE R. HALES

TO

WILLIAM H. ROBIN AND WIFE,
SARA S. ROBIN

For draftsman's use

Please Mail To:
Cumberland Realty Co.
902 Stahlman Bldg.

BOOK 4862 PAGE 494

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
WILLIAM H. ROBIN (NAME)	SAME (NAME)	Par. 91-8-278.5
111-UNION STREET (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 91-8-278.4 Par. 91-8-278.3 Par. 91-8-278.2 Par. 91-8-278.1
NASHVILLE, TENN. (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

OCT 21 3 15 PM '74

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

C75527

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 100,000.00 [illegible]
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 21st DAY OF OCTOBER, 74.

[illegible]
Notary Public

MY COMMISSION EXPIRES: 11/19/75

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY, TENN. NOV. 19, 1975

FOR AND IN CONSIDERATION OF the sum of ONE HUNDRED THOUSAND AND NO/100 - ($100,000.00) - DOLLARS

of which $ 10,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed THEIR ONE PROMISSORY NOTE OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF THOMAS HALES in 180 monthly installments as follows, namely; on the 21st day of November the sum of $886.28, and thereafter a like amount on or before the 21st day of each succeeding month, to be applied first to paymentof interest at the rate of 8½% per annum, or so much as shall from time to time remain unpaid, and the balance to be applied to payment of the principal sum until the entire amount, both principal and interest, has been paid in full.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

WE, THOMAS HALES AND WIFE, MARJORIE R. HALES,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

WILLIAM H. ROBIN AND WIFE, SARA S. ROBIN

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lots 1, 2, 3, 4 and 5 on the Plan of a Resubdivision of Lots 7, 8 and 9 of the Clifton Plan of record in Book 3500, page 90, said Register's Office for said County, described as follows:
Said Lot No. 1 BEGINS at an iron pin in the south margin of Albion Avenue, at the common front corner of Lots 1 and 3; thence with the line between said two lots south 82.13 feet to a concrete monument said point being the common rear corner of Lots 1, 2 and 3; thence with the line between Lots 1 and 2, westerly 86.8 feet to an iron pin in the east margin of 42nd Avenue North; thence with the margin of the same northerly 66.66 feet to a concrete monument at the beginning of a curve to the right having a radius of 20 feet; thence around said curve 32.71 feet to a concrete monument in the south margin of Albion Avenue; thence with the margin of the same east 70.76 feet to the point of beginning.
Said Lot No. 2 fronts 62 feet on the east margin of 42nd Avenue North and extends back 86.8 feet on the north line, and 130.1 feet on the south line, to a line on the rear on which it measures 81 feet.
Said Lot No. 3 fronts 51 feet on the south margin of Albion Avenue and extends back 147.7 feet on the east line, and 82.13 feet on the west line, to a line on the rear which is a broken line on which it measures 85 feet.
Said Lot No. 4 fronts 51.5 feet on the south margin of Albion Avenue and extends back 146.8 feet on the east line and 147.7 feet on the west line, to a line on the rear on which it measures 51.5 feet. BOOK 4862 PAGE 495
Said Lot No. 5 BEGINS at an iron pin in the south margin of Albion Avenue, at the common front corner of Lots 4 and 5; thence with the line between said two lots south 146.8 feet to an iron pin; thence east 53.9 feet to a concrete monument in the west margin of an alley; thence with the margin of the same, north 145.9 feet to a concrete monument at the beginning of a curve to the left having a radius of 10 feet; thence around said curve 15.5 feet to a concrete monument in the south margin of Albion Avenue; thence with the margin of the same west 41.71 feet to the point of beginning.
Being property conveyed to Thomas Hales, by deed from from Roy Conway Flowers, et al, of record in Book 4069, page 715, and by deed from Ann Hales Eubanks, as of record in Book 4521,page 750, said Register's Office.

Recorded plan shows an Owner's Certificate, a 30 foot set-backline from 42nd Avenue North, a 30 foot set-back line from Albion Avenue, amended to 15 feet by instrument of record in Book 3917, page 501, and a 15-foot drainage and construction easement along the north line of said lot (Affects Lot 1)
Recorded plan shows Owner's Certificate, a 30-foot set-back line from 42nd Avenue North, and a 10-foot easement along the southerly side line for public utilities. (Affects Lot 2)
Recorded plan shows Owner's Certificate, a 30-foot set-back line from Albion Avenue a 10-foot public utilities easement along the southerly rear line, and a 15-foot drainage and construction easement along the front line of the lot.(Affects Lot 3)
Recorded plan shows Owner's Certificate, a 30-foot set-back line from Albion Avenue and a 10-foot easement for public utilities along the rear line of said lot, and a 15-foot drainage and construction easement along the front line of said lot (Affects Lot 4)
Recorded plan shows Owner's Certificate, a 30-foot set-back line from Albion Avenue, a 10-foot public utilities easement along the southerly line, and a 15-foot drainage and construction easement along the north line.(Affects Lot 5)

This is unimproved ( ) improved (X) property, known as 4101-4103-4105-4107 Albion Streetand 930-42nd Avenue North
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We covenant with said grantees that said real estate is free simple, have a good right to convey it, and that the same is unencumbered. Except 1974 taxes which have been prorated and are assumed by the grantees herein.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto William N. Dearborn 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 grantees 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 $ 90,000.00 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 interest 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 grantees, 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

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

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 grantors and grantees, have hereunto set our hands this the 21st day of October 19 74.

Thomas W. Hales — William H. Robin

Marjorie Reiter Hales — Sara S. Robin

THOMAS W. HALES AND THOMAS HALES ARE ONE AND THE SAME PERSON
AND MARJORIE REITER HALES AND MARJORIE R. HALES ARE ONE AND THE SAME PERSON.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, M. L. RANDALL, a Notary Public in and for said County and State, the within named THOMAS HALES AND WIFE, MARJORIE R. HALES AND WILLIAM H. ROBIN AND WIFE, SARA S. ROBIN 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 21st day of October, 19 74.

M. L. Randall

Commission expires 11/19/75

M. L. RANDALL NOTARY PUBLIC DAVIDSON COUNTY, TENN. MY COMMISSION EXPIRES Jan. 19, 1975

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared ..., with whom I am 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...

OCT 21 CONV 90,000.00
OCT 21 CONV 10,000.00
OCT 21 MORT'G 90,000.00
OCT 21 S TAX A* 260.00
OCT 21 S TAX A* 88.00
OCT 21 PR FEE A* .50
OCT 21 W'DEED A* 6.00 * 354.50

..., Notary Public.

Commission expires ...