INSTALLMENT DEED

For and in Consideration of the sum of

Ten Thousand and No/100 ($10,000.00) Dollars,

of which One Thousand and No/100 ($1,000.00) Dollars,

has been paid in cash by Samuel Richard Carlton and wife, Margie C. Carlton

the receipt of which is hereby acknowledged, and for the remainder

Nine Thousand and No/100 ($9,000.00) Dollars,

the said Samuel Richard Carlton and wife, Margie C. Carlton have

assumed and agree to pay the unpaid balance of one certain promissory note dated September 13, 1972, in the original amount of $2,152.20, executed by G. C. White and wife, payable to the order of Commerce Union Bank, same being secured by a deed of trust executed by G. C. White and wife, to Carl H. Hutson, Trustee, of record in Book 4637, Page 846, Register's Office for Davidson County, Tennessee, to which note and deed of trust reference is here made for a more complete description of said terms and conditions and the said Samuel Richard Carlton and wife, Margie C. Carlton have executed their one certain promissory note of even date herewith payable to the order of G. C. White, Jr., or Elinor P. White, in the amount of $7,816.29, payable at the rate of $100.00 per month beginning January 1, 1975, with one final payment of $16.29. No interest payable on this note.

~~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,

We, G. C. White, Jr., and wife, Elinor P. White

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

Samuel Richard Carlton and wife, Margie C. Carlton, heirs and assigns,

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

Being Lot No. 29 on the Map of the McLester Addition to Nolen Heights as of record in Book 421, Page 92, Register's Office for Davidson County, Tennessee.

Said Lot No. 29 fronts 50 feet on the northerly side of Harrison Street and runs back between parallel lines 150 feet to an alley.

Being property devised to G. C. White, Jr., as devisee under the will of G. Cecil White, Sr., of record in Will Book 97, Page 300, probate Court of Davidson County, Tennessee.

Possession given date of deed. 1974 taxes pro rated and assumed by buyers.

This is unimproved ( ) improved (X) property, know as 316 (House Number) Harrison Street (Street) P. O. Address: Nashville (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 Samuel Richard Carlton and wife, Margie C. Carlton 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. except as stated.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Samuel Richard Carlton and wife, Margie C. Carlton, 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 Samuel Richard Carlton and wife, Margie C. Carlton do hereby transfer and convey unto Jack C. Howard, 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 Samuel Richard Carlton and wife, Margie C. Carlton 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 $_____ 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 Samuel Richard Carlton and wife, Margie C Carlton 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 Samuel Richard Carlton and wife, Margie C Carlton / 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 Jack C. Howard, 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 G. C. White, Jr., and wife, Elinor P. White and Samuel Richard Carlton and wife, Margie C Carlton hereunto set our hands at Nashville, Tennessee, this the 5th day of December 19 74

G. C. White, Jr

Elinor P. White

Samuel Richard Carlton

Margie C. Carlton

STATE OF TENNESSEE
Davidson County

Personally appeared before me, James L. Bass, a Notary Public in and for said County and State, the within named G. C. White, Jr., and wife, Elinor P. White and Samuel Richard Carlton three of 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 5 day of December, 1974

Commission Expires January 16, 1978 James L. Bass Notary Public

JAMES L. BASS NOTARY PUBLIC STATE OF TENNESSEE LAKE

STATE OF TENNESSEE
DAVIDSON County.

Personally appeared before me, Patricia E. McCarthy, a Notary Public in and for said County and State, the within named Margie C. Carlton one of the bargainors, 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 5 day of December, 1974

Commission Expires June 1, 1977 Patricia E. McCarthy Notary Public

PATRICIA E. McCARTHY NOTARY PUBLIC DAVIDSON COUNTY, TENNESSEE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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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)

DEC-5	CONV	10,000.00			
DEC-5	MORT'G	*7,816.29			
DEC-5 S'TAX			A*	26.00	
DEC-5 S'TAX			A*	5.80	
DEC-5 PR'FEE			A*	.50	
DEC-5	W'DEED		A*	8.00	* 40.30

INSTALLMENT DEED

FROM

G. C. WHITE, JR., ET UX

TO

SAMUEL RICHARD CARLTON, ET UX

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

C 80547

IDENTIF. REFERENCE

DEC 5 1 38 PM '74

FELIX E. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

TOOLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Samuel Richard Carlton, et ux (NAME)	SAME (NAME)	DA 56030
1009 Antioch Pike (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	133-2-348
Nashville, Tenn 37211 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

JAMES L. BASS
821 NASHVILLE TRUST BLDG.
NASHVILLE, TENNESSEE 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 10,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF December, 1974

Notary Public

MY COMMISSION EXPIRES:

(AFFIX SEAL)