INSTALLMENT DEED

For and in Consideration of the sum of Forty-Six Thousand and 00/100**********($46,000.00)********** Dollars, of which Eleven-Thousand Five-Hundred and 00/100*******($11,500.00)********** Dollars, has been paid in cash by Michael A. Petrone and wife, Rosa S. Petrone the receipt of which is hereby acknowledged, and for the remainder Thirty-Four Thousand Five-Hundred and 00/100**********($34,500.00)********** Dollars, the said Michael A. Petrone and wife, Rosa S. Petrone have executed an installment deed note dated January 1, 1975 in the principal sum of $34,500.00 payable to the order of Thelma Hudson Dunnebacke in 180 monthly installments as follows, namely: On the 1st. day of February, 1975, the sum of $349.93, and thereafter a like amount on the 1st. day of each succeeding month thereafter, said payments to be applied first to payment of interest at the rate of 9% per annum, on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum, until the entire amount, both principal and interest has been paid in full

~~xixty~~ Nine 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, I, Thelma Hudson Dunnebacke

have this day bargained and sold, and do hereby transfer and convey unto the said Michael A. Petrone and wife, Rosa S. Petrone, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Two tracts of land in Davidson County, Tennessee, described as follows:

TRACT 1: Being Lot No. 23 on the plan of Broadmoor, Section 2, Block J, as of record in Plat Book 547, page 174, Register's Office for said County, and described as follows:

Said Lot No. 23 fronts 58.0 feet on the northerly side of Malquin Drive, and extends back between parallel lines 155 feet to a point in the rear on which it measures 55.3 feet thereon.

TRACT II: Being Lot No. 1 on the Plan of Broadmoor, Section 2, Block J, as of record in Plat Book 547, page 174, Register's Office for said County, and being described as follows:

Said Lot No. 1 fronts 65.0 feet on the westerly side of Gallatin Pike and extends back between parallel lines 165 feet to a dead line in the rear on which it measures 65 feet thereon.

Being the same property conveyed to Pearl E. Hudson by deed from Citizen Realty Company of record in Book 1027, page 490, Register's Office for Davidson County, Tennessee. The said Pearl E. Hudson having since died and devising the said property to Thelma Hudson Dunnebacke as devisee under the will of record in Will Book 67, page 259, Probate Court for said County.

This is (X) unimproved (X) improved property, know as Tract 1 (Tract II) 4701 Gallatin Road, Nashville, Tennessee.
(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 Michael A. Petrone and wife, Rosa S. Petrone , their heirs and assigns forever I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind my heirs and representatives, to warrant and forever defend the title to said Michael A. Petrone and wife, Rosa S. Petrone, 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 Michael A. Petrone and wife, Rosa S. Petrone

do hereby transfer and convey unto William Charles Dunnebacke, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

, the said

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 $ none required 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 Michael A. Petrone and wife, Rosa S. Petrone 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 the grantees herein, 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 William Charles Dunnebacke, 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 Thelma Hudson Dunnebacke and Michael A. Petrone and Rosa S. Petrone hereunto set our hands at Nashville, Tennessee, this the 1st day of January 1975

Thelma Hudson Dunnebacke
Michael A. Petrone
Rosa S. Petrone

STATE OF TENNESSEE
MAURY
~~DAVIDSON~~ County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Thelma Hudson Dunnebacke

the 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 Mt. Pleasant Tennessee, this 1st. day of January, 19 75

Commission Expires April 1978 Mrs Tom J. Wallace Notary Public

STATE OF Tennessee
Davidson County.

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Michael A. Petrone and Rosa S. Petrone

the bargainor S, 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 1st day of January, 1975

Commission Expires My Commission Expires Oct. 26, 1977 James E. Elmore Notary Public

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)

JAN-75	CONV	46,000.00			
JAN-75	MORTG	34,500.00			
JAN-75	S'TAX		A*	119.60	
JAN-75	S'TAX		A*	32.50	
JAN-75	PR'FEE		A*	.50	
JAN-75	W'DEED		A*	8.00	* 160.60

INSTALLMENT DEED

FROM Thelma Hudson Dumeback

TO Michael A. Petrone and wife, Rosa S. Petrone

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

C 8 3 6 1 4

IDENTIF. REFERENCE

JAN 7 2 22 PM '75

FELIX A. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:		MAP-PARCEL NUMBERS
Michael A. Petrone et ux (NAME)	Same (NAME)	Tract#1	61-7-44
4701 Gallatin Road. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Tract#2	61-7-47
Nashville, Tennessee 37216 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)		

THIS INSTRUMENT WAS PREPARED BY

Robert F. Doyle, Attorney
503 Stahlman Bldg.
Nashville, Tennessee. 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 46,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 7th DAY OF January 19 75

Notary Public

~~MY COMMISSION EXPIRES~~: 4-6-76

~~(AFFIX SEAL)~~