NEW OWNER
TERRY MAYER ETUX
4000 NEWMAN PLACE
NASHVILLE TN.

SEND TAX BILLS TO
SAME

M 132-2
PAR 59
CH 06170

INSTALLMENT DEED

For and in Consideration of the sum of Forty Seven Thousand Five Hundred - Dollars,

of which Ten Thousand - Dollars,

has been paid in cash by Terry Mayer and wife Rita Mayer

the receipt of which is hereby acknowledged, and for the remainder Thirty Seven Thousand Five Hundred - Dollars,

the said Terry Mayer and wife, Rita Mayer have assumed the balance due on a vendors lien executed by Mrs. L. J. Davis to James A. Carney and wife, Edith A. Carney, in the original principal sum of $27,500.00, dated July 31, 1970, of record in Book 4436, page 975, Register's Office for Davidson County, Tennessee, bearing interest at the rate of 7% per annum, payable in monthly installments of $299.32 each, commencing September 1, 1970, with the entire balance in the sum of $17,545.00, including principal and interest, falling due on September 1, 1975 AND for the remaining balance the grantees have executed their one promissory note of even date herewith in the principal sum of $18,250.00, bearing interest at the rate of 8½% per annum, payable to the order of James A. Carney and wife, Edith A. Carney, due in full, including both principal and interest, on September 1, 1975.

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, James A. Carney and wife, Edith A. Carney

have this day bargained and sold, and do hereby transfer and convey unto the said Grantees, Terry Mayer and wife, Rita Mayer, their heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:
A lot or tract of land in the 7th, formerly 11th, Civil District of Davidson County, Tennessee, being Lot 13 on the revised plat of Parts of Thompson's Glen Leven Subdivision made October 1934 by W. B. Southgate, Surveyor, and of record in Plan Book 3, page 20, Chancery Court for said County, described as follows: Beginning at a point on the northeasterly side of Newman Place 402.3 feet southeasterly from the southeasterly margin of Glen Leven Road, the southwesterly corner of Lot No. 25 of said plat; and running thence southwardly with the easterly side of said Newman Place, 154.4 feet to the northwest corner of Lot No. 14 on said plat; thence westwardly with the line between lots Nos. 13 and 14, 290 feet to the common corner of lots 5, 6, 13 and 14 on said plat; thence northwardly with the line between said lots Nos. 5 and 13, 309 feet to the southeast corner of lot No. 12 on said plat; thence south westwardly with the line between said lot No. 13 and lots Nos. 12 and 25 377 feet to the beginning, containing 1.66 acres.

Being the same property conveyed to James A. Carney and wife, Edith A. Carney, by deed from Mr. L. J. Davis, a widow, of record in Book 4436, page 975, said Register's Office.

Subject to an easement for driveway purposes only 60 feet in width and constituting the easterly 60 feet of said Lot 13 and along the dividing line between said Lots 13 and 5 to constitute an outlet for the tenants of houses on the westerly edge of said Lot 5 to the northerly edge of said Lot 14 and there connecting with a like or similar easement to Glen Leven Drive; which said easement shall be for ingress and egress to residences along the westerly boundary of said Lot 5 and for no other purpose.

This is unimproved ( ) / improved ( ) property, know as 4000 (House Number) Newman Place (Street) P. O. Address: Nashville, Tennessee (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 Terry Mayer and wife, Rita Mayer 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.

I further covenant and bind ourself and our heirs and representatives, to warrant and forever defend the title to 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, Terry Mayer and wife, Rita Mayer

do hereby transfer and convey unto J. T. Murphree, 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, Terry MAyer and wife, Rita Mayer 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 $ Ins. Int. 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 Terry Mayer and wife, Rita Mayer 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; if 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 Grantees 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 J. T. Murphree, 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 James A. Carney and wife, Edith A. Carney and hereunto set our hands at Nashville, Tennessee, this the 31 day of December 1974

James A. Carney

Edith A. Carney

Terry Mayer

Rita Mayer

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named James A. Carney, Edith A. Carney, Terry Mayer, and Rita Mayer

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 31 day of December, 1974

Commission Expires 2/14/76

Betty Ezell, Notary Public

BETTY EZELL NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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 }

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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-9[illegible]	CONV	47,500.00		
JAN-9[illegible]	MORT'G	18,250.00		
JAN-9[illegible]	S'TAX		A*	123.50
JAN-9[illegible]	S'TAX		A*	16.20
JAN-9[illegible]	PR'FEE		A*	.50
JAN-9[illegible]	W'DEED		A*	8.00 * 148.20

INSTALLMENT DEED

FROM
James A. Carney et ux

TO
Terry Mayer et ux

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

C 8 3 8 3 6

IDENTIF. REFERENCE

JAN 9 11 05 AM '75

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

TOOLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Terry Mayer et ux (NAME)	Same (NAME)	132-2
4000 Newman Place (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	59
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Jas. A Carney Atty
Stallcup Body
Nash. Tenn

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 47,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 9th DAY OF Jan 19 75

Notary Public

MY COMMISSION EXPIRES:

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON CO. TENN.