Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Big A. Realty Service	Gerald T. Fisher	104-6 210
(NAME)	(NAME)	
409 32nd Ave So	6593 Jocelyn Hollow Road	26W 6365
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville Tenn 37212	Nashville, Tennessee 37205	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

This instrument prepared by Gerald T. Fisher, 6593 Jocelyn Hollow Road, Nashville, Tenn.

FOR AND IN CONSIDERATION of the sum of Twenty Four Thousand Five Hundred Dollars ..... *Dollars, of which* One Thousand Two Hundred Fifty Dollars ..... *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Twenty Three Thousand Two Hundred Fifty ($23,250.00) Dollars ..... *Dollars,* Big A. Realty Service, Inc., a Delaware Corporation ..... *have executed* a note bearing interest at the rate of ten per cent (10%) annually, figured monthly on the unpaid balance, with payments beginning on the first day of January, 1975, for Two Hundred Four and 05/100 Dollars ($204.05), with a corresponding amount to be paid on the first of each successive month until paid, nominally thirty years. Payments shall be applied first to the interest, with the balance being applied to the principal. Interest payments not made by the next payment date shall be added onto the principal and bear interest at the same rate as the principal.
The note holder retains the right to collect an amount equal to the annual taxes and insurance in monthly payments, and hold these payments in escrow until annual payments are made.

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, we, Gerald T. Fisher and wife, Nancy W. Fisher ..... *have this day bargained and sold, and do hereby transfer and convey unto the said* Big A. Realty Service, Inc., a Delaware Corporation, its ..... *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

BEING the southerly 29 feet front and 19 feet 9 inches rear of Lot No. 76 and the northerly 30.5 feet front and 17 feet 5 inches rear of Lot No. 77 on the map showing R.W.Grizzard's subdivision of part of the Bosley Tract, not of record.
ACCORDING to a blueprint of same, said parts of said Lots Nos. 76 and 77 front together 59.5 feet on the westerly side of Orient Circle and runs back between parallel lines 151 feet, more or less, to an alley, on which it measures 37 feet 2 inches, the northerly corner of said lot herein described being 59 feet southerly from Marlborough Avenue when measured along Orient Circle and the northwest corner of said lot being 34 feet from said Avenue when measured along said alley.
THERE is included in the above description but excluded from this conveyance a small triangular parcel of land conveyed to Evans B. Hunt and wife, by deed of record in Book 3068, page 289, said Register's Office, to which reference is here made for a more particular description. A joint driveway agreement exists, executed by Douglas B.Chandler and wife, and Evans B. Hunt and wife, of record in Book 3069, page 217, RODC.
BEING the same property conveyed by deed to Gerald T. Fisher and wife, Nancy W. Fisher from Home Federal Savings and Loan Association of Nashville, of record in Book 4073, page 775, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $24,500.00

Affiant

Subscribed and sworn to before me, this the 15th day of January 1975

Notary Public

My commission expires: (Affix Seal)

This is improved (X) unimproved ( ) property, known as 409 32nd Ave. So., Nashville, Tennessee 37212
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Big A. Realty Service, Inc., A Delaware Corporation, its ..... *(successors), 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.*

We ..... *further covenant and bind* ourselves, our ..... *heirs and representatives, to warrant and forever defend the title to said real estate to said* Big A. Realty Service, Inc., a Delaware Corporation, its ..... *(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 Big A. Realty Service, Inc., A Delaware Corporation ..... *hereinafter referred to as trustors, hereby transfer and convey unto* L. Kenneth Johnson ....., *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 $ 17,500.00 *, 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.*

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Any sums owing the note holdernot paid as scheduled shall be grounds for default.

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 X percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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 Registers 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.

Witness our *hand* S *this* 18th *day of* December, *19* 74, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Big A. Realty Service Inc — Gerald T. Fisher

By D H Austin Pres — Nancy W. Fisher

JAN 13 75 CONV 24,500.00
JAN 13 75 MORT'G 23,250.00
JAN 13 75 S'TAX A* 63.70
JAN 13 75 S'TAX A* 21.20
JAN 13 75 RECFEE A* .50
JAN 13 75 [illegible] A* 4.00 * 89.40

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, John M. Taylor, *a Notary Public in and for said County and State,* Gerald T. Fisher and wife, Nancy W. Fisher

the within named 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* 18 *day of* December, *19*74

John M Taylor — *Notary Public*

Commission expires My Commission Expires Nov. 15, 1975

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Philip H. Mayes, *a Notary Public of the State and County aforesaid, personally appeared* D. H. AUSTIN *with whom I am personally acquainted, and who, upon oath, acknowledged* HIM *self to be* PRESIDENT *of the* BIG A REALTY SERVICE, INC. *the within named bargainor, a corporation, and that* he *as such* PRESIDENT *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* HIM *self as* PRESIDENT

Witness my hand and seal, at office in NASHVILLE, TENN. *this* 18TH *day of* DEC. *19*74

Philip H. Mayes — *Notary Public*

Commission expires May 7, 1977

INSTALLMENT DEED

FROM

TO

C 84209

IDENTIF. REFERENCE

JAN 13 3 44 PM '75

REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE