This instrument prepared by:
PAT NICHOL
Attorney at Law
941 Richards, Road, Antioch, Tenn.

Installment Deed

BOOK 4912 PAGE 41

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Horace L. Decker, Jr. et ux	same	105-12
(NAME) 408 Barrett Road	(NAME)	Par 23=and
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS)	Par 21
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of -----Fifty Thousand and 00/100------

----------($50,000.00)---------- *Dollars,*

~~XXXXXXX~~

~~Dollars, has this day paid in cash~~

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

Dollars,

Horace L. Decker, Jr. and wife, Helen P. Decker *have executed*

their promissory note of even date in the above amount of Fifty Thousand ($50,000.00) Dollars payable at the rate of $477.83 per month over a period of fifteen (15) years, beginning on the 10th day of June, 1975 and thereafter, a like amount on the 10th day of each succeeding month until the entire principal and interest of this note have been paid in full, the entire note bearing interest at the rate of 8%.

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, Horace L. Decker, Sr. and Pauline Green Decker

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

Horace L. Decker, Jr. and wife, Helen P. Decker

their *(successors), heirs and assigns,*

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

Being Lots No. 7 and 8 and the northwest part of Lot 9 on the map of Mrs. J. G. Prigmore's resubdivision of the Mayo Land as of record in Book 332, page 83, Register's Office for said County described as follows:

Beginning on the easterly margin of the right of way of the Nashville Railway and Light Company, said right of way adjoining the easterly margin of the Nolensville Road at a point 320 feet southeasterly from the southerly margin of Davis Street, being the corners of Lots No. 6 and 7, thence with the line between said two lots northeasterly 197 feet to the southerly margin of an unimproved alley; thence with said alley easterly 40 feet to Browns Creek; thence with said creek southerly 103.2 feet to a point; 11.8 feet southerly from a corner of Lot 8 and 9; thence southwesterly 172 feet to the easterly margin of the right of way of said Nashville Railway and Light Company, thence with said right of way northwesterly 108 feet to the beginning.

Being the same property conveyed to Horace L. Decker and Pauline Green Decker by deed from Nashville Cedar Co., Inc. of record in Book 2134, page 541, Register's Office, Davidson County, Tennessee.

and further conveying a certain triangular tract or parcel of land situated in Davidson County, Tennssee described as follows, to-wit:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 50,000.00

Subscribed and sworn to before me, this the 6th day of May, 19 75

My commission expires: 1-29-78 (Affix Seal)

Affiant

Notary Public

NOTARY PUBLIC DAVIDSON CO.

Being a small triangular tract of land and being a part of Lot No. 14, Prigmore Subdivision, of record in Book 332, Page 83, Register's Office of Davidson County, Tennessee more particularly described as follows:

Beginning at a point, same being the southeasterly corner of Lot No. 6 of said subdivision and a northeasterly corner of Lot No. 7 of said subdivision; thence south 87° 30' east 40 feet to a point in the easterly boundary line of said subdivision; thence in a northerly direction along said easterly boundary line north 0° 47' west 34 feet, more or less, to a point; thence in a southwesterly direction south 54° 43' west 50 feet more or less, to the point of beginning; it being the purpose of this conveyance to extend the northerly line of Lot NO. 7, said subdivision, in a northeasterly direction to the easterly boundary line of said subdivision.

Being the same property conveyed to Horace L. Decker, Sr. and wife, Pauline G. Decker, by deed from Mrs. Emma Houston Price, of record in Book 3818, Page 457, Register's Office, Davidson County, Tennessee.

This is unimproved ( ) improved (XX) property, known as ..... (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 Horace L. Decker, Jr. and wife, Helen P. Decker *their (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 and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Horace L. Decker, Jr. and wife, Helen P. Decker, their *(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 Horace L. Decker, Jr. and wife, Helen P. Decker *hereinafter referred to as trustors, hereby transfer and convey unto* Pat Nichol, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and truste:*

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 $....., 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.

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 6 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 Register's 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 9th *day of* May, *19*75.

Horace L Decker Sr.
Horace L. Decker, Sr.

Pauline Green Decker
Pauline Green Decker

Horace L. Decker Jr.
Horace L. Decker, Jr.

Helen P Decker
Helen P. Decker

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, PAT Nichol, *a Notary Public in and for said County and State,* Horace L. Decker, Sr.; Pauline Green Decker; Horace L. Decker, Jr. and Helen P. Decker

*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* 9th *day of* May, *19*75

Pat Nichol
Notary Public

Commission expires 1-29-78

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF.....
COUNTY OF.....

BOOK 4912 PAGE 44

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

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*.....

.....*Notary Public*

Commission expires .....

MAY 12 75	CONV	50,000.00			
MAY 12 75	MORT'G	50,000.00			
MAY 12 75 S'TAX			A*	130.00	
MAY 12 75 S'TAX			A*	48.00	
MAY 12 75 PR'FEE			A*	.50	
MAY 12 75	W'DEED		A*	8.00	* 186.50

INSTALLMENT DEED

FROM
HORACE L. DECKER, SR. ET UX

TO
HORACE L. DECKER, JR. ET UX

C 98022

IDENTIF. REFERENCE

MAY 12 3 54 PM '75

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE