This instrument prepared by Dearborn & Ewing, Attorneys, 1912 Parkway Towers, Nashville, Tennessee 37219

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INSTALLMENT DEED

ADDRESS NEW OWNERS(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NOS:
Fran M. Bass and wife, Nancy M. Bass 3626 Knollwood Drive Nashville, Tennessee	Same	117-10-73 7DA-36695

FOR AND IN CONSIDERATION of the sum of Seventy Thousand and No/100 Dollars ($70,000.00), of which Sixteen Thousand Two Hundred Fifty and No/100 Dollars ($16,250.00), has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder, Fifty Three Thousand Seven Hundred Fifty and No/100 Dollars ($53,750.00), Fran M. Bass and wife, Nancy M. Bass, hereinafter, whether one or more, jointly and severally referred to as "GRANTEE" has executed a promissory note, of even date herewith, payable to the order of Grantor, and providing for payment in Two Hundred Forty (240) monthly installments, the first 239 installments being in the amount of Four Hundred Dollars ($400.00) each, and the Two Hundred Fortieth (240th) installment being for the amount of the then remaining principal balance, with interest thereon, all of such installment payments including interest on the then unpaid principal balance at the rate of eight percentum (8%) per annum, and said note further granting to Grantee the right to make prepayments, at any time, without penalty, except that the aggregate of all prepayments (of principal) during the year 1975 may not exceed the total sum of Four Thousand Seven Hundred Fifty and No/100 Dollars ($4,750.00)¢, 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, Ernest R. Edenfield and wife, Lucy M. Edenfield, hereinafter, whether one or more, jointly and severally referred to as "GRANTOR" has this day bargained and sold, and does hereby transfer and convey unto the said GRANTEE, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being lot no. 1 and the easterly part of lot no. 2 of block no. 3 on the plan of Woodmont Estates, as of record in book 974, page 29, Register's Office for said County.

BEGINNING on the southerly margin of Knollwood Place at the northeast corner of said lot no. 1; thence with said Place, westwardly 325 feet, more or less to the northeast corner of the property conveyed to Robert Lee Davis and wife, by deed from Third National Bank, Trustee, of record in book 1149, page 198, said Register's Office; thence with said Davis' easterly line, southwardly 295 feet, more or less to the southerly line of said subdivision; thence with said line, south 87 degrees east 305 feet to the southeast corner of said lot no. 1; thence northwardly 194.3 feet to the beginning.

Being the same property conveyed to Ernest R. Edenfield and wife, Lucy M. Edenfield by deed from A. G. Ottenville and wife, Mary C. Ottenville as of record in book 1733, page 629, Register's Office for said County.

This is unimproved ( ) property, known as 3627 Knollwood Road.
improved (x)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said GRANTEE, his heirs and assigns forever. GRANTOR covenants that he is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as hereinabove set forth.

GRANTOR further covenants and binds himself, his heirs and representatives, to warrant and forever defend the title to said real estate to said GRANTEE, his 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 ($1.00) in cash, receipt of which is acknowledged, the said GRANTEE, hereby transfers and conveys unto Thomas H. Phelan, Jr., 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:

GRANTEE agrees to keep all buildings now on, or which hereafter may be erected on, the said property insured in some reliable fire insurance company or companies, authorized to do business in this State, for the sum of not less than the lesser of the amount of the indebtedness or the full insurable value of the improvements, against the hazards of fire and windstorm, in extended coverage form of policy, with loss payable to TRUSTEE, and to deliver said policy or policies to TRUSTEE, for the benefit of the owner or owners of the indebtedness hereby secured.

GRANTEE further agrees 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 successor or 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 GRANTEE 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 interest, from the date of payment, at the highest rate permitted, at that time, by the laws of Tennessee, and shall be and become a part of the indebtedness secured hereby.

Now, if GRANTEE 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, of if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, GRANTEE fails 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 (30) 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-one (21) days' notice by three (3) weekly 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 GRANTEE his order, representatives or assigns.

The owner or owners of the indebtedness herein secured is hereby authorized to appoint a successor or substitute trustee to act in the place and stead of the TRUSTEE hereinabove named, and, upon the execution and recording of such instrument of appointment, in the appropriate governmental office in the County in which the property is situated, all title and rights herein vested in the TRUSTEE herein named shall be vested in his successor or successors.

In the event of a sale of said property under and by virtue of this trust, the said GRANTEE, and all persons holding under GRANTEE shall be and become the tenants at will of the purchaser of the same, from and after the execution and delivery of a deed to such purchaser, said tenancy to be determined at the option of said purchaser upon five (5) days' written notice.

It is further agreed that the said TRUSTEE, or his successor, may execute the power of sale herein and other powers and rights without giving bond or taking oath.

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 officer, on this the 29th day of May, 1975.

Fran M. Bass
FRAN M. BASS

Ernest R Edenfield
ERNEST R. EDENFIELD

Nancy M. Bass
NANCY M. BASS

Lucy M. Edenfield
LUCY M. EDENFIELD

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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Mary Evans, a Notary Public in and for said County and State, ERNEST R. EDENFIELD, LUCY M. EDENFIELD, FRAN M. BASS, and NANCY M. BASS, 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 29th day of May, 1975.

Mary Evans
Notary Public

My Commission Expires: 4/25/76

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $70,000.00.

Fran M. Bass
FRAN M. BASS

Subscribed and sworn to before me, this the 29th day of May, 1975.

Mary Evans
Notary Public

My Commission Expires: 4/25/76

D 00465

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IDENTIF. REFERENCE

MAY 30 12 26 PM '75
FELIX A. NELSON, REGISTER
DAVIDSON COUNTY, TENN.

MAY 30[12]	CONV	70,000.00			
MAY 30[12]	MORT'G	53,750.00			
MAY 30[12]	S'TAX		A*	182.00	
MAY 30[12]	S'TAX		A*	51.70	
MAY 30[12]	FEE		A*	.50	
MAY 30[12]	RECD		A*	8.00	* 242.20