This Instrument Was Prepared BY Dewey W Pedigo of The, Pedigo & Saindon Law Firm, Stahlman Bldg. Nashville, Tennessee.

Installment Deed

BOOK 4929 PAGE 662

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ira T. Adams		6 DH 41160
(NAME:) 3910 General Bates Dr	(NAME:) Same	6 DH 41120
(STREET ADDRESS OR ROUTE NUMBER) Nashville Tenn	(STREET ADDRESS) M.161 P.119	M 160 P. 120 pw
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of SEVENTY THOUSAND AND NO/100-------- ----------($70,000.00)---------- *Dollars,* *of which* FOURTEEN THOUSAND AND NO/100 ($14,000.00)---------- ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* FIFTY-SIX THOUSAND AND NO/100 ----------($56,000.00)---------- *Dollars,*

Ira T. Adams *has executed* an installment deed note in the principal amount of $56,000.00 payable to the order of William D. Howard and wife, Libby T. Howard, in 5 equal annual installments of $11,200.00, plus interest at the rate of 8½% per annum on the unpaid principal balance, with the first installment due and payable on or before July 1, 1976, plus interest as set out above, and on the same day of each succeeding year thereafter a like amount, plus interest, is due and payable, until the entire amount, both principal and interest, has been paid in full.

Said note may be paid in part or in full at any time without penalty.

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, William D. Howard and wife, Libby T. Howard,

have this day bargained and sold, and do hereby transfer and convey unto the said Ira T. Adams,

his ~~executors~~, *heirs and assigns,*

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

Tract I: Land lying and being in the 6th Civil District of Davidson County, Tennessee, and described according to a survey made by James L. Murphy, Jr. & Company, dated June 16, 1975, as follows, to wit:

Beginning at an iron pin on the easterly margin of Hill Road; thence along the easterly margin of Hill Road north 02° 51' 30" west 421.84 feet to the beginning of a curve concave to the southeast having a radius of 25.0 feet; thence easterly 38.8 feet along said curve and leaving the margin of Hill Road to a point; thence north 86° 03' 30" east 646.49 feet to the beginning of a curve concave to the southwest having a radius of 100.0 feet; thence southeasterly 68.3 feet along said curve to a point; thence south 56° 51' 30" east 117.59 feet to a point on the W. G. Thalmann's westerly line, as of record in Book 4373, page 249, Register's Office Davidson County, Tennessee; thence along said line south 05° 26' 15" east 331.20 feet to a point; thence south 84° 30' 30" west 340.00 feet to an iron pin and the southwest corner of the W. D. Howard property, as of record in Book 4119, page 37, Register's Office Davidson County, Tennessee; thence along a fence and the northerly line of Katherine T. Boucher property, as of record in Book 3041, page 45, Register's Office Davidson County, Tennessee, south 84° 30' 30" west 506.09 feet to the point of beginning, containing 8.22 more or less acres.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

Subscribed and sworn to before me, this the 7th day of July 1975.

X _____ Affiant

My commission expires: March 12, 1978 (Affix Seal)

_____ Notary Public

T. A. L. L.

Being the same property conveyed to Libby T. Howard by deed from G. L. Thalman and wife, Katherine Thalman, of record in Book 4080, page 610, Register's Office for Davidson County, Tennessee.

Tract II: Land lying and being in the 6th Civil District of Davidson County, Tennessee, and described according to a survey made by James L. Murphy, Jr., dated June 16, 1975, as follows, to wit:

Beginning at an iron pin, said iron pin further described as being the northwest corner of the W. D. Howard property as recorded in Book 4119, page 37, Register's Office Davidson County, Tennessee, and the northeast corner of the Katherine T. Boucher property, as recorded in Book 3041, page 45, Register's Office Davidson County, Tennessee; thence along the southerly line of the Libby T. Howard property, as of record in Book 4080, page 610, Register's Office Davidson County, Tennessee, north 84° 30' 30" east 340.00 feet to a point on the W. G. Thalman's westerly line, as of record in Book 4373, page 249, Register's Office Davidson County, Tennessee; thence along said line south 05° 26' 15" east 75.59 feet to a concrete monument; thence north 82° 57' 15" west 348.24 feet to the point of beginning, containing 0.30 more or less acres.

Being part of the property conveyed to William D. Howard by deed from G. L. Thalman and wife, Katherine Thalman, of record in Book 4119, page 37, Register's Office for Davidson County, Tennessee.

It is agreed by all parties hereto that the grantee plans to subdivide said property and the grantors agree to release said property on a pro rata basis, based on $80,000.00. For example: if there are 16 lots in said subdivision, the grantors agree to release on a lot basis and would release a lot for $5,000.00 paid on the purchase price or the principal amount of said note. If there are only 8 lots in the subdivision, then each lot would be released as based on the sum of $10,000.00 paid on the purchase price or the principal amount on said note. The down payment will be considered for release purposes. In the event the lots contain more than one acre, same shall be released on the basis of $10,000.00 per acre.

unimproved ( )
This is improved ( ) 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 Ira T. Adams, his ..... *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* Ira T. Adams, 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 paid in cash, receipt of which is acknowledged, the said Ira T. Adams, ... *hereinafter referred to as trustors, hereby transfer and convey unto* Dewey W. Pedigo ....., *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 $....., 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 24 *day of* June, *19*75.

X Libby J. Howard

X Wellam D. Howard

X Ira T. Adams

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, OWEN T. ALLEN, JR *a Notary Public in and for said County and State,* Ira T. Adams,

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that he *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 1 *day of* June ~~July~~, *19*75

Owen T. Allen, Jr *Notary Public*

Commission expires March 12, 1978

OWEN T. ALLEN NOTARY PUBLIC DAVIDSON COUNTY, TENN.

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STATE OF OHIO }
COUNTY OF HAMILTON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* William D. Howard and wife, Libby T. Howard,

the within named 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 Terrace Park, Ohio,
this 24 *day of* June, *19*75.

DONNA MOHR
Notary Public, Hamilton County, Ohio
My Commission Expires March 16, 1976

Donna Mohr *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 .....

JUL-7 75 CONV 70,000.00
JUL-7 75 MORT'G 56,000.00
JUL-7 75 S'TAX A* 182.00
JUL-7 75 S'TAX A* 54.00
JUL-7 75 PR'FEE A* .50
JUL-7 75 W'DEED A* 10.00 * 246.50

INSTALLMENT DEED

FROM

WILLIAM D. HOWARD, ET UX

TO

IRA T. ADAMS

D 05755

IDENTIF. REFERENCE

JUL 7 3 24 PM '75

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

PEDIGO & SAINDON