INSTALLMENT DEED

For and in Consideration of the sum of Sixteen thousand, five hundred &---no/100 ($16,500.00) Dollars, of which Three thousand &----------no/100 ($3,000.00) Dollars, has been paid in cash by Blant M. Duke and wife, Bobbie J. Duke the receipt of which is hereby acknowledged, and for the remainder Thirteen thousand, five hundred &----------no/100 ($13,500.00) Dollars, the said Blant M. Duke and wife, Bobbie J. Duke have Assumed (1) the unpaid balance of a note secured by a first mortgage Deed of Trust to Dobson & Johnson, Inc. of record in Book 3873, Page 307, RODC. The escrow account in connection with the aforesaid Deed of Trust is hereby transfered to the said Grantees. (2) the unpaid balance of a note secured by a second mortgage Deed of Trust to Elzie Earl Fuller and wife, Lillian Pearl Fuller of record in Book 4691, Page 632, RODC. (3) the said Blant M. Duke and wife, Bobbie J. Duke have executed their lien installment Deed note in the principal sum of $2,373.83 of even date herewith payable to the order of Betty Hollis in two installments as follows: On the 7th day of November 1976 the sum of $1,000.00, and the sum of $1,373.83 on the 7th day of November 1977, said Installment Deed note bears interest at the rate of 7% per annum.

[redacted], 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, I, Betty Hollis

have this day bargained and sold, and do hereby transfer and convey unto the said Blant M. Duke and wife, Bobbie J. Duke heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 57 on the map of Eskridge's Subdivision of the W. B. Franklin property as of record in Book 547, page 52, Register's Office for said County.

Said Lot No. 57 fronts 60 feet on the southerly side of Fairwin Avenue and runs back between parallel lines 175 feet to a dead line.

Being the same property conveyed to James E. Hollis and wife, Betty Hollis, by Deed from Elzie Earl Fuller and wife, Lillian Pearl Fuller, of record in Book 4691, page 630, Register's Office for Davidson County, Tennessee, the said James E. Hollis having since died.

This conveyance is subject to; Easement and/or right of way granted Metropolitan Government of Nashville and Davidson County, Tennessee of record in Book 4224, page 26, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, know as 922 Fairwin Ave. (House Number) (Street) Nashville, Tenn. P. O. Address: (City or Town) 37216 (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Blant M. Duke and wife, Bobbie J. Duke

heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except as previous listed on the first page of this Instrument. I further covenant and bind Myself heirs and representatives, to warrant and forever defend the title to said real estate to said Blant M. Duke and wife, Bobbie J. Duke 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 me in hand paid, in cash, the said Blant M. Duke and wife, Bobbie J. Duke

do hereby transfer and convey unto Gary D. Copas, 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 Blant M. Duke and wife, Bobbie J. Duke

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 $16,000.00 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 Blant M. Duke and wife, Bobbie J. Duke 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; Trustors 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 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 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 The above named, 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 Betty Hollis and Blant M. Duke and wife, Bobbie J. Duke hereunto set our hands at Nashville, Tennessee, this the 7th day of Nov. 1975

/s/ Betty Hollis

/s/ Blant M. Duke

/s/ Bobbie J. Duke

STATE OF TENNESSEE
Davidson County

Personally appeared before me, N. S. Copas, a Notary Public in and for said County and State, the within named Betty Hollis

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

Witness my hand and official seal at Nashville, Tennessee, this 7 day of Nov., 1975

Commission Expires Sept. 16, 1978

N. S. Copas, Notary Public

NOTARY PUBLIC N. S. COPAS DAVIDSON COUNTY TENN.

STATE OF Tennessee
Davidson County.

Personally appeared before me, N. S. Copas, a Notary Public in and for said County and State, the within named Blant M Duke & wife Bobbie J. Duke

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

Witness my hand and official seal at Nashville, Tenn. this 7 day of Nov., 1975

Commission Expires Sept. 16, 1978

N. S. Copas, Notary Public.

NOTARY PUBLIC N. S. COPAS DAVIDSON COUNTY TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 4970 PAGE 52

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.....

NOV 11 75 CONV 16,500.00
NOV 11 75 MORT'G *2,373.83
NOV 11 75 STAX A* 42.90
NOV 11 75 STAX A* .40
NOV 11 75 RTFEE A* .50
NOV 11 75 WDEED A* 8.00 * 51.80

, Notary Public.

Commission expires .....

(over for additional acknowledgements)

INSTALLMENT DEED

FROM Betty Stallcup

TO Blant M. Duke, et ux

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

D 23900

IDENTIF. REFERENCE

Nov 11 1 05 PM '75

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Blant M. Duke, et ux (NAME)	Blant M. Duke (NAME)	15 DA 2865
922 Fairwin Ave. (STREET ADDRESS OR ROUTE NUMBER)	566 Lockwood Dr. (STREET ADDRESS)	Map 72 9
Nashville, Tennessee 37216 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37214 (CITY) (STATE) (ZIP)	Par. 305

THIS INSTRUMENT WAS PREPARED BY

Copas & Hamilton, Attys.
129 Cherry St.
Lebanon, Tennessee 37087

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$16,500.00 ✓ Betty Stallcup
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 7th DAY OF Nov., 1975.

D. E. Copas
Notary Public

MY COMMISSION EXPIRES: Sept. 16, 1978

(AFFIX SEAL)