THIS INSTRUMENT PREPARED BY:

SAMUEL B. SCHLANGER
ATTORNEY AT LAW
4220 NOLENSVILLE ROAD
NASHVILLE, TENNESSEE 37211

Mail

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Blanche DeLaney	Same	Map 104-8
(NAME) 3505 RICHARDS ST. ~~1227 16th Avenue South~~	(NAME)	Par. 232
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn. ~~37212~~ 37215	(STREET ADDRESS)	22 W 16375
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 4976 PAGE 560

INSTALLMENT DEED

For and in consideration of the sum of Twenty Seven Thousand and no/100 Dollars ($27,000.00) of which $6,750.00 has been paid in cash by grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee has executed her one promissory note of even date herewith payable to grantees in the principal amount of $20,250.00 payable in 40 equal quarterly principal installments of $506.25 each, together with interest at the rate of 8 1/2% per annum on the unpaid balance, and providing for attorney's fees, and to secure the payment of said note, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, we, Katherine T. Boucher, Katherine L. Colson, Donna Becker, Walter D. Little, Jr., Ruby Thalmann, Ned Thalmann, Fred Thalmann, William G. Thalmann, Jr., Rose T. Cumbee, Frances J. Thalmann, and Libby T. Howard, hereinafter called grantors, have this day bargained and sold, and do hereby convey unto Blanche DeLaney, herein called grantee, her heirs and assigns, certain real estate in Davidson County, Tennessee as follows:

> Being Lot No. 8 on the map of George W. Shields' Subdivision of block 35 in O. B. Hayes' Plan of Large Lots, as of record in Book 161, page 86, Register's Office for said County.
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> Said Lot No. 8 fronts 55.2 feet on the westerly side of 16th Avenue South, formerly Belmont Avenue, and runs back between parallel lines, with the northerly margin of Weston Avenue, now Horton Avenue, 155 feet to an alley.
>
> Being the same property conveyed to Gottlieb Thalmann and wife, Katie May Thalmann by deed from Martha Mayo of record in Book 3157, page 239, Register's Office for said County.. Gottlieb Thalmann and wife, Katie May Thalmann are now deceased, with Katie May Thalmann having predeceased Gottlieb Thalmann. Katherine T. Boucher, Katherine L. Colson, Donna Becker, Walter D. Little, Jr., Ruby Thalmann, Ned Thalmann, Fred Thalmann, William G. Thalmann, Jr., Rose T. Cumbee, Frances J. Thalmann and Libby T. Howard, grantors herein, are all the heirs at law of Gottlieb Thalmann, deceased.
>
> By decree of the Probate Court of Davidson County, Tennessee, Donna Becker, Conservator for Walter D. Little, Jr., one of the grantors herein, was authorized and directed to convey said property for and on behalf of the said Walter D. Little, Jr. Said decree is of record in Minute Book 238, page 696, said Court.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees,

their 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 the said real estate to said grantees, 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 us in hand paid, we, the said grantees herein do hereby transfer and convey unto SAMUEL B. SCHLANGER ATTY. , 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 grantees 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 $_____ 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 interest 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 grantees, 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; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, repairs or keep said premises insured as herein provided; we 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 in 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 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 advise 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 the grantees herein,

their heirs, 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 said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantee have hereunto set our hands this the date shown on acknowledgment day of _____, 19____.

Katherine T. Boucher
KATHERINE T. BOUCHER

Fred Thalmann
FRED THALMANN

Katherine L. Colson
KATHERINE L. COLSON

William G. Thalmann
WILLIAM G. THALMANN, JR.

Donna Becker
DONNA BECKER

Rose T. Cumbee
ROSE T. CUMBEE

Walter D. Little, Jr. By Donna Becker Cons.
WALTER D. LITTLE, JR. BY
DONNA BECKER, CONSERVATOR

Frances J. Thalmann
FRANCES J. THALMANN

Ruby Thalmann
RUBY THAMLAMM

Libby T. Howard
LIBBY T. HOWARD

Ned Thalmann
NED THALMANN

Blanche DeLaney
BLANCHE DeLANEY

STATE OF TENNESSEE)
(
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a

a Notary Public in and for said County and State, the within named Katherine T. Boucher 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 31 day of October, 1975.

Samuel B. Schlanger
NOTARY PUBLIC

My Commission expires: 10-28-78

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Katherine L. Colson, Donna Becker and Ruby Thalmann the 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 Nashville, Tennessee, this 13 day of October, 1975.

Samuel B. Schlanger
NOTARY PUBLIC

My Commission Expires: 10-28-78

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 13 day of October, 1975, before me personally appeared, Donna Becker, to me known to be the person who executed the foregoing instrument in behalf of Walter D. Little, Jr., and acknowledged that she executed the same as the free act and deed of said Donna Becker, Conservator.

Samuel B. Schlanger
NOTARY PUBLIC

My Commission Expires: 10-28-78

STATE OF KENTUCKY

COUNTY OF Christian

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Ned Thalmann, Fred Thalmann, William G. Thalmann, Jr. and Rose T. Cumbee the 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 Hopkinsville, Kentucky, this 20 day of October 19 78.

Gaye Thalmann
NOTARY PUBLIC

My Commission Expires: August 15, 1978

STATE OF KENTUCKY

COUNTY OF Christian

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Frances J. Thalmann 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 Hopkinsville, Kentucky, this 20 day of October 19 78.

Gaye Thalmann
NOTARY PUBLIC

My Commission Expires: August 15, 1978.

STATE OF OHIO

COUNTY OF HAMILTON

Personally appeared before me, LIBBY T. HOWARD, THE UNDERSIGNED, a Notary Public in and for said County and State, the within named Libby T. Howard the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Martha A. Weber
NOTARY PUBLIC

My Commission Expires: 6/25/80

MARTHA A. WEBER
Notary Public, Hamilton & Clermont Counties, Ohio
My Commission Expires June 25, 1980

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me THE UNDERSIGNED, a Notary Public in and for said County and State, the within named Blanche DeLaney 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 3 day of DEC 19 75

NOTARY PUBLIC

My Commission Expires: 10-28-78

STATE OF TENNESSEE)
(
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $27,000.00.

D26899 DEC 4 9 41 AM '75

Blanche DeLaney
AFFIANT

Subscribed and sworn to before me, this the 3 day of DECEMBER, 1975.

NOTARY PUBLIC

My Commission Expires: 10-28-78

DEC-4[illegible]	CONV	27,000.00				
DEC-4[illegible]	MORT'G	20,250.00				
DEC-4[illegible]	S'TAX		B*	70.20		
DEC-4[illegible]	S'TAX		B*	18.20		
DEC-4[illegible]	PR'FEE		B*	.50		
DEC-4[illegible]	W'DEED		B*	14.00	*	102.90