NEW OWNERS
Ernest Patton, Jr.
P.O. Box 19026
Los Angeles, Calif.

SEND TAXES
P. O. Box 19026
Los Angeles, California 90019

81-12
20

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FORM 1008

BOOK 4988 PAGE 492

FOR AND IN CONSIDERATION OF the sum of $5,000.00
FIVE THOUSAND AND.....NO/100 DOLLARS
of which $ $3,667.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed his promissory note of even dates, balance due in the amount of $1,333.00, paid in two (2) payments, the first(1st) payment in the amount of $667.00, due on February 6, 1976, and the second (2nd) payment due on May 6, 1976, in the amount of $667.00

THIS INSTRUMENT WAS PREPARED BY:
ATTORNEY J. F. McCLELLAN, 941
JEFFERSON STREET, NASHVILLE, TENNESSEE

JAN 14	CONV	*5,000.00			
JAN 14	S TAX		B*	13.00	
JAN 14	PR FEE		B*	.50	
JAN 14	W DEED		B*	4.00	* 17.50

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, We, John Horton and wife, Novella Horton

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Ernest Patton, Jr.

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 215 on the Plan of McGavock Wetmore and Others First Addition to Nashville, called the Town of McGavock, as of record in Book 21, page 23, Register's Office for said County, described as follows:
BEGINNING on the Northeasterly margin of 10th Avenue North, formerly Polk Street, at the corner of Lots Nos. 214 and 215; thence with the easterly margin of said Avenue, Southerly 50 feet to the corner of Lots Nos. 215 and 216; thence easterly, with the line between said two Lots, 150 feet to the westerly margin of an alley; thence with the westerly of said alley, notrhwesterly 66 feet 8 inches, more or less, to the corner of Lots Nos. 214 and 215; thence westerly, with the line between said two Lots, to the beginning.
Being the same property conveyed to John W. Horton and wife, Novella Horton, by Deed from Clara Belle McGlothlin and Beatrice Burroughs, of record in Book 3841, page 151, Register's Office for Davidson County, Tennessee.

This is improved property known as 1708-10th Avenue North, Nashville, Tennessee.

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 seised 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 J. F. McClellan 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 $ 1333.00 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 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, 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 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 grantees, have hereunto set our hands this the 13th, day of November 19 75

John W. Horton — Novella Horton

Ernest Patton Jr.

OFFICIAL SEAL
JOHN B. HARPER
NOTARY PUBLIC CALIFORNIA
PRINCIPAL
LOS ANGELES COUNTY
MY COMMISSION EXPIRES AUGUST 18, 1978

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration for this transfer is $5,000.00.

Ernest Patton Jr.
Affiant

Subscribed and sworn to before me, this 13 day of November, 1975.

John B. Harper
NOTARY PUBLIC

My commission expires: 11-3-76

STATE OF CALIFORNIA
COUNTY OF Los Angeles

Personally appeared before me, John B. Harper, a Notary Public in and for said County and State, the within named John W. Horton and wife, Novella Horton, and Ernest Patton, Jr. the bargainor S, 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 Los Angeles, Cal this 13 day of November 75

Commission Expires Aug 18 1978 John B Harper Notary Public.

OFFICIAL SEAL
JOHN B. HARPER
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
MY COMMISSION EXPIRES AUGUST 18, 1978

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for said County and State, the within named John W. Horton and wife, Novella Horton the 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, Tenn. this 29th day of December 75

Commission Expires Nov 3 1976 J. F. McClellan Notary Public.

INSTALLMENT DEED

FROM
JOHN W. HORTON AND WIFE,

TO
NOVELLA HORTON

ERNEST PATTON, JR.

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY

Received for record this 14 day of JAN A. D. 19 76 at 2 o'clock PM.
IDENTIFICATION REFERENCE
Noted in Book Page
Recorded in Book 3129 Page 129
Recording Fee
County Register
By
Dept. Reg.

Published by
TENNESSEE TITLE COMPANY
Nashville, Tenn.
Zone Office
LAWYERS TITLE INSURANCE CORPORATION
of Richmond, Virginia

Mail to J. F. McClellan 941 Jefferson St