INSTALLMENT DEED

For and in Consideration of the sum of Sixteen Thousand & ----no/100 ($16,000.00) ---------- Dollars, of which Two thousand, three & ----------62/100 ($2,003.62) Dollars, has been paid in cash by George W. Stoves & wife, Hattie Mai Stoves the receipt of which is hereby acknowledged, and for the remainder Thirteen thousand, nine hundred, ninety six &----------38/100 ($13,996.38) Dollars, the said George W. Stoves & wife, Hattie Mai Stoves ve ha Assumed (1) the indebtedness secured by Deed of Trust executed by Joseph H. Rutherford & wife, Mary Call Rutherford to Donald R. O'Guin, Sr., trustee, dated Sept. 4, 1973 and recorded in Book 4747, Page 941 R.O.D.C., Tennessee, to secure to United American Savings & Loan Association of Nashville, the payment of a note for $8,900.00 payable as therein specified, the balance owing on said note being $8,546.38, and for the balance: (2) the said George W. Stoves & wife, Hattie Mai Stoves have executed their second lien installment deed note in the principal sum of $5,450.00, of even date herewith, payable to the order of Joseph H. Rutherford & wife, Mary Call Rutherford in monthly installments as follows; on the 1st day of February 1976 the sum of $62.57, and thereafter on the 1st day of each succeeding month a like sum until said note is paid

/ten

all of said notes bearing ### per cent interest from date, 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, Joseph H. Rutherford & wife, Mary Call Rutherford

have this day bargained and sold, and do hereby transfer and convey unto the said George W. Stoves & wife, Hattie Mai Stoves, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being lot No. 26 on the Plan of Sharpe and Horn's First Addition to Northeast Nashville, as of record in Book 57, page 152, Register's Office for said County.

Said Lot No. 26 fronts 50 feet on the westerly side of North 4th Street, or Lischey Avenue, and runs back between parallel lines with the southerly margin of Richardson, formerly Scott, Avenue, 153 feet, more or less, to an alley.

Being the same property conveyed to Joseph H. Rutherford and wife, Mary Call Rutherford, by deed from Tommie Nell Cantrell, of record in Book 4356, page 330, Register's Office for Davidson County, Tennessee.

JAN27	CONV	16,000.00				
JAN27	MORT'G	*5,450.00				
JAN27	S'TAX		B*	41.60		
JAN27	S'TAX		B*	3.40		
JAN27	P&FEE		B*	.50		
JAN27	W'DEED		B*	8.00	*	53.50

This is unimproved ( ) improved (X) property, know as 1124 (House Number) Lischey Avenue (Street), Nashville (P. O. Address: City or Town), Tennessee 37207 (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said George W. Stoves & wife, Hattie Mai Stoves, their heirs and assigns forever in 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. except, the indebtedness secured by said Deed of Trust in Book 4747, page 941, R.O.D.C. Tennessee. We further covenant and bind Our heirs and representatives, to warrant and forever defend the title to said real estate to said George W. Stoves & wife, Hattie Mai Stoves, 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, in cash, the said George W. Stoves & wife, Hattie Mai Stoves

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 Trustors (George W. Stoves & wife, Hattie Mai Stoves) 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 $ 12,000.00 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 Trustors 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. Trustors 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 Gary D. Copas, 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 Joseph H. Rutherford & wife, Mary Call Rutherford and George W. Stoves & wife, Hattie Mai Stoves hereunto set our hands at Nashville, Tennessee, this the 23 rd day of Jan. 1976

George W. Stoves

Hattie Mai Stoves

Joseph H Rutherford

Mary Call Rutherford

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 Joseph H. Rutherford, Mary Call Rutherford, George W. Stoves and Hattie Mai Stoves

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 23rd day of January, 1976

N. S. COPAS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission Expires Sept. 16, 1978

N. S. Copas, Notary Public.

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

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

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 4991 PAGE 913

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.....

....., Notary Public.

Commission expires .....

(over for additional acknowledgements)

INSTALLMENT DEED

FROM
JOSEPH H. RUTHERFORD, &
MARY CALL RUTHERFORD

TO
GEORGE W. STOVES &
HATTIE MAI STOVES

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

D 33721

IDENTIF. REFERENCE

JAN 27 3 07 PM '76

REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
George W. Stoves, Et Ux (NAME)	United American Savings & Loan (NAME)	Map 82-153
1124 Lischey Ave. (STREET ADDRESS OR ROUTE NUMBER)	3601 Nolensville Rd. (STREET ADDRESS)	Par. 372
Nashville, Tenn. 37207 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37211 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

COPAS & HAMILTON, ATTORNEYS
129 CHERRY ST.
LEBANON, TENNESSEE 37087

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 16,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23rd DAY OF January 1976

Notary Public

MY COMMISSION EXPIRES: Sept. 16, 1978

(AFFIX SEAL)