Prepared by: Dennis Wright, Attorney, 400 Gallatin Road, N., Madison, Tennessee

INSTALLMENT DEED — The DAVIDSON COUNTY TI CO. INC. MAP 119-2

BOOK 5018 PAGE 113 PAR. 36 m-p

FOR AND IN CONSIDERATION OF the sum of EIGHTEEN THOUSAND-FIVE HUNDRED AND NO/100---- ----------($18,500.00)---------- DOLLARS

of which $3,000.00-- has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their one joint promissory note, of even date herewith, in the original principal amount of $15,500.00, payable in equal monthly installments of $188.06 each, which includes both principal and interest at the rate of 8% per annum, the terms and conditions of said note being incorporated herein by reference the same as if fully copied herein,

ADDRESS NEW OWNER AND
SEND TAX NOTICES TO:

Mr. Alexander Batson
100 Rose Street
Nashville, Tn. 37211

APR 23 76	CONV	18,500.00			
APR 23 76	MORT'G	15,500.00			
APR 23 76	S'TAX		B*	48.10	
APR 23 76	S'TAX		B*	13.50	
APR 23 76	PR'FEE		B*	.50	
APR 23 76	W'DEED		B*	4.00	* 66.10

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 expresly retained on the land herein conveyed,

I, Martha G. Hitt,

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

Alexander Batson and wife, Carolyn Jean Batson,

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

BEING Lots Nos. 35, 36, and 37 on the map of the subdivision of Lots Nos. 7, 8, 9, and 10 and parts of Lots Nos. 6, 11, 12, and 13 of the Cumberland Nurseries Subdivision, as of record in Book 332, page 36, of the Register's Office for said County.

SAID Lot No. 35 fronts 30 feet on the northerly side of Rose Street and extends back northerly, with the westerly margin of Miller Street, 150 feet to an alley and measures 31 feet on said alley.

SAID Lots Nos. 36 and 37 front fifty (50) feet each on the northerly side of Rose Street and extend back northerly, between parallel lines, 150 feet to an alley in the rear.

BEING the same property conveyed to Martha G. Hitt by deed from Ila Ledbetter, of record in Book 4888, page 952, said Register's Office.

Burnice N. Hitt, the husband of Martha G. Hitt, joins in the execution of this deed for the purpose of conveying any right, title, and interest he may have in said property.

Grantees assume and agree to pay 1976 real property taxes.

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 Margaret J. Wright 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 $18,000.00 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 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 21st day of April 19 76

Alexander Batson — Martha G. Hitt
Carolyn Jean Batson — Burnice N. Hitt

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $18,500.00

Affiant

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

Deputy Register

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Dennis Wright, a Notary Public in and for said County and State, the within named Martha G. Hitt and husband, Burnice N. Hitt, AND ALEXANDER BATSON AND WIFE, CAROLYN JEAN BATSON 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 Madison, Tenn. this 21st day of April, 1976

Commission Expires August 21, 1976

Notary Public.

STATE OF _____
_____ County

Before me _____, a Notary Public within and for the State and _____ County, personally appeared _____, with whom I am personally acquainted and who upon oath acknowledged himself to be _____ of the within named _____, a corporation, and that he as such _____, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such _____.

WITNESS my hand and official seal at _____ on this the _____ day of _____, 19__.

My commission expires _____

Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $18,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 21st DAY OF April 1976

Notary Public

MY COMMISSION EXPIRES: 8-21-76

D 45989

INSTALLMENT DEED

FROM

MARTHA G. HITT

TO

ALEXANDER BATSON and wife,

CAROLYN JEAN BATSON

IDENTIF. REFERENCE

APR 23 10 14 AM '76

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

THE DAVIDSON COUNTY TITLE CO. INC.
2544 Lebanon Road
Nashville 14, Tennessee
Representing
SOUTHERN TITLE INSURANCE COMPANY
and
THE TITLE INSURANCE CORPORATION OF PENNSYLVANIA