This instrument prepared by
James R. Cheshire, III, Attorney
1200 American Trust Building
Nashville, Tennessee 37201

Installment Deed

BOOK 5020 PAGE 708

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Jean W. Turnley	Provident Trust Company	
(NAME:)	(NAME:)	104-8
P. O. Box 2	329 Union Street	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	357 Pul
Nashville, Tenn. 37202	Nashville, Tennessee 37219	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Thousand Dollars ($100,000) XXXXs,

of which Twenty-five Thousand Thirty-seven and 12/100 Dollars ($25,037.12) XXXXs, *has been paid in cash,*

the receipt of which is hereby acknowledged, XXXXXXXXXXXXXXX and the assumption and agreement to pay by the said Jean W. Turnley of the mortgage balance owing on the property herein conveyed in the principal amount of $13,362.88 XXXXs as evidenced by deed of trust executed by Daniel Budislich and wife, Katherine Budislich, to James B. Turner, Trustee, of record in Book 3837, page 661, Register's Office of Davidson County, Tennessee, to secure a note payable to Provident Trust Company and XXXXXXXXXXXXXXXXXX assigned to Kansas City Life Insurance Company; and for the remaining $61,600.00, Jean W. Turnley has executed her promissory note payable to the order of Paul Louis Budslick, Jr., and Kathy Diane Budslick, individually and as co-trustees, in 300 equal monthly installments of $475.45; said monthly payments being amortized so as to include principal and interest at the rate of 8% per annum, the first monthly payment being due on the first day of June, 1976, and a like amount being due on the first day of each successive month thereafter until the entire indebtedness shall have been paid and said note further providing pre-payment privileges

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, Paul Louis Budslick, Jr., and sister, Kathy Diane Budslick, individually and as co-trustees, as construed by Decree of the Chancery Court of Davidson County, Tennessee, of record at Minute Book 1P, page 276,

have this day bargained and sold, and do hereby transfer and convey unto the said Jean W. Turnley, her XXXXXXXX, *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being the north 10 feet of the west 145 1/2 feet, more or less, of Lot No. 66 on O. B. Hayes' Plan of Large Lots, as of record in Book 21, page 87, Register's Office for said County, and Lot No. 6 in the subdivision of Lot No. 60 of the O. B. Hayes' Plan of Large Lots, as of record in Book 161, page 133, said Register's Office. Said Lot No. 6 and part of Lot No. 66 front together 75 feet on the east side of 16th Avenue South, formerly Belmont Avenue, and run back between parallel lines, 145 1/2 feet, more or less, to an alley in the rear.

Being the same property conveyed to Daniel Budislich by deed from Globe Realty Company, Incorporated, of record in Book 1875, page 451, Register's Office for said county, and conveyed to Katherine Budslick by deed from Daniel Budslick, one and the same person as Daniel Budislich, by deed of record in Book 4427, page 78, said Register's Office, and devised to Paul Louis Budslick, Jr., and sister, Kathy Diane Budslick, by will of Katherine Louis (Budislich) Budslick, of record at Will Book 108, page 471, County Court Clerk's Office of said County, said will being construed by Decree of record at Minute Book 1P, page 276, Chancery Court of Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 100,000

Subscribed and sworn to before me, this the 30 day of April, 1976

My commission expires 8-20-79 (Affix Seal)

James R. Cheshire III Atty
Affiant

Adine Hurt
Notary Public

Paul Louis Budslick, Jr., and Kathy Diane Budslick do hereby transfer and convey unto Jean W. Turnley all carpets, draperies, stoves, refrigerators, air conditioners and other furniture and fixtures located at the said premises and owned by said grantors; and do hereby further assign and transfer to said grantee all rents due from tenants of said premises.

unimproved ( )
This is improved (X) property, known as 1622 16th Avenue, South, Nashville, Tennessee.
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Jean W. Turnley, her ~~successors~~, *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,* except for 1976 taxes, a lien, but not yet due and payable; the aforesaid deed of trust; assignment of rents and profits of record at Book 3837, page 667, said Register's Office; any easements and set back lines of record; and rights of tenants in possession.

We *further covenant and bind* ourselves, our successors, *heirs and representatives, to warrant and forever defend the title to said real estate to said* Jean W. Turnley, her ~~successors~~, *heirs and assigns, against the lawful claims of all persons.,* except as stated above.

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Jean W. Turnley *hereinafter referred to as trustors, hereby transfer and convey unto* Paul Budslick, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the ~~xxxxxxxxxxxxxxxxxxxxxxxx~~ *maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.*

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 30th *day of* April, *19* 76

Paul Louis Budslick, Jr.
PAUL LOUIS BUDSLICK, JR., individually
and as co-trustee

Kathy Diane Budslick
KATHY DIANE BUDSLICK, individually
and as co-trustee

Jean W. Turnley
JEAN W. TURNLEY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, James R Cheshire III, *a Notary Public in and for said County and State,* Paul Louis Budslick, Jr., and Kathy Diane Budslick, individually and as co-trustees

*the within named 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, *Tennessee, this* 30th *day of* April, *19* 76

James R Cheshire III
Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires 10-24-77

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, James R Cheshire, III, *a Notary Public in and for said County and State,* Jean W. Turnley

the within named 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 30th *day of* April, *19* 76

Commission expires 10-24-77 James R Cheshire *Notary Public*

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* ....., *with whom I am 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 .....

INSTALLMENT DEED

FROM

PAUL LOUIS BUDSLICK, JR., ET AL., ETC.

TO

JEAN W. TURNLEY

D 47148

IDENTIF. REFERENCE

APR 30 12 45 PM '76

REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

APR30'76	CONV	90,000.00			
APR30'76	CONV	10,000.00			
APR30'76	MORT'G	61,600.00			
APR30'76	S'TAX		B*	280.00	
APR30'76	S'TAX		B*	59.60	
APR30'76	RF'FEE		B*	.50	
APR30'76	M'DEED		B*	8.00	* 328.10