INSTALLMENT DEED

For and in Consideration of the sum of --Twelve Thousand and 00/00 ($12,000.00)--------

---------- Dollars,

of which -----One Thousand and 00/00 ($1,000.00)---------- Dollars,

has been paid in cash by Howard Tillman and wife Elizabeth Tillman

the receipt of which is hereby acknowledged, and for the remainder -----Eleven Thousand and

--- 00/00 ($11,000.00)---------- Dollars,

the said Howard Tillman and wife Elizabeth Tillman have executed an installment note, of even date, in the principal amount of Three Thousand Two Hundred Eighty One and 34/00 ($3,281.34) Dollars, payable to R. C. Cox and wife Rose Cox. Said note to be paid in four equal installments with the first payment due one year from date of note and on the same date of each following year. Said note to bear interest at the rate of 8% per annum and the payment each year will include the interest due and one fourth(¼) of the principal amount.

For the balance of the purchase price the Howard Tillman and wife Elizabeth Tillman assume an outstanding mortgage at Home Federal Savings and Loan Association, Nashville, Tennessee in the amount of Seven Thousand Seven Hundred eighteen and 66/00 ($7,718.66) Dollars.

[redacted], 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, R. C. COX and wife ROSE COX

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have this day bargained and sold, and do hereby transfer and convey unto the said

HOWARD TILLMAN and wife ELIZABETH TILLMAN heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the westerly 47 feet of Lot No. 8 on the Plan of Inglewood Place, as of record in Book 332, page 101, Register's Office for said County.

Said part of Lot No. 8 fronts 47 feet on the southerly side of Kirkland Avenue and extends back 183.4 feet on the westerly line and 181.1 feet on the easterly line to a dead line measuring 47 feet thereon.

Being the same property conveyed to R. C. Cox and wife Rose Cox, by deed, from Porter F. Harlan and wife Josephine W. Harlan of record in Book 4938, page 229, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, know as 1126 Kirkland Ave., Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said HOWARD TILLMAN and wife ELIZABETH TILLMAN heirs and assigns forever. we covenant that we 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 and heirs and representatives, to warrant and forever defend the title to said real estate to said HOWARD TILLMAN and wife ELIZABETH TILLMAN 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 HOWARD TILLMAN and wife ELIZABETH TILLMAN

do hereby transfer and convey unto GLENN E. SAGER, 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 HOWARD TILLMAN and wife ELIZABETH TILLMAN 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 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 HOWARD TILLMAN and wife ELIZABETH TILLMAN 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 trust 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 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 HOWARD TILLMAN and wife ELIZABETH TILLMAN 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 Glenn E. Sager, 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 R. C. COX and wife ROSE COX and HOWARD TILLMAN and wife ELIZABETH TILLMAN hereunto set our hands at Nashville, Tennessee, this the 11th day of June 19 76

R C Cox

Rose Cox

Howard Tillman

X Elizabeth Tillman

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Thelma M. Sager, a Notary Public in and for said County and State, the within named R. C. COX and wife ROSE COX, and HOWARD TILLMAN and wife ELIZABETH TILLMAN

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 11th day of June, 19 76

THELMA M. SAGER NOTARY PUBLIC TENN.

Thelma M. Sager, Notary Public.

Commission Expires January 31, 1978

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 }

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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 .....

JUN 15 76 CONV 12,000.00
JUN 15 76 MORT'G *3,281.37
Commission expires ..... JUN 15 76 S'TAX ..... B* 31.20
JUN 15 76 (over for additional acknowledgements) B* 1.30
JUN 15 76 PR'FEE B* .50
JUN 15 76 W'DEED B* 8.00 * 41.00

..... Notary Public.

INSTALLMENT DEED

FROM R. C. COX and wife ROSE COX

TO HOWARD TILLMAN and wife ELIZABETH TILLMAN

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

D 53761

IDENTIF. REFERENCE

JUN 15 10 56 AM '76
FELIX E. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Howard Tillman et ux (NAME)	Home Federal Saving and Loan (NAME)	72-6
1126 Kirkland Ave. (STREET ADDRESS OR ROUTE NUMBER)	230 Fourth Ave. No. (STREET ADDRESS)	305
Nashville, Tenn. (CITY) (STATE) (P. O. ZIP)	Nashville, Tenn. (CITY) (STATE) (ZIP)	15D8600

Mail to

THIS INSTRUMENT WAS PREPARED BY

SAGER & SAGER, Attorneys
923 Main Street
Nashville, Tenn. 37206

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 12,000.00 C. Houston Sager
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF June 19 76

Notary Public

MY COMMISSION EXPIRES: ~~MY COMMISSION EXPIRES~~ 4-6-79
(~~AFFIX SEAL~~)