INSTALLMENT DEED

For and in Consideration of the sum of THIRTY THOUSAND ($30,000.00) Dollars, of which THREE THOUSAND FIVE HUNDRED ($3,500.00) Dollars, has been paid in cash by Joe M. Boyd, Jr. and wife Janeice M. Boyd the receipt of which is hereby acknowledged, and for the remainder TWENTY SIX THOUSAND FIVE HUNDRED ($26,500.00) Dollars, the said Joe M. Boyd, Jr. and wife Janeice M. Boyd have

Executed their joint prommisory note of even date hereof payable to the order of Nettie Sutherland in monthly installments as follows: on the 28th day of Feb. 1977, the sum of $229.98 and thereafter the sum of $229.98 on the 28th day of each succeeding month, the last installment, for the sum of $26,202.50, being due on the 28th day of Jan. 1978. The installments include interest at the rate of 81/2 per centum per annum.

all of said notes bearing six 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, I, Nettie Sutherland, a widow,

have this day bargained and sold, and do hereby transfer and convey unto the said Joe M. Boyd, Jr. and wife Janeice M. Boyd, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 4 on L. A. Bauman's Plan, not of record, described as follows:

Beginning on the northerly margin of Jones Avenue 500 feet, more or less, easterly from the easterly margin of 28th Avenue South, formerly Compton Avenue; thence running easterly with the northerly margin of Jones Avenue 50 feet to the southwest corner of a lot conveyed to Mattye V. Wilkinson, by deed of record in Book 831, page 1, Register's Office for said County; thence northerly with said wilkinson's westerly line 170 feet, more or less, to an alley; thence westerly with said alley 50 feet; thence southerly 170 feet, more or less, to the beginning.

Being the same property conveyed to Robert Sutherland and wife Nettie Sutherland, by deed from Security Savings and Loan Company, of record in Book 877, page 361, Register's Office for Davidson County, Tennessee. The said Robert Sutherland having since died.

[illegible] DEED
[illegible] TAX 8* 78.00
[illegible] TAX 3* 24.50
[illegible] FEE 3* .50
[illegible] DEED 3* 9.00 * 111.00

This is improved ( ) unimproved (X) property, know as 2520 (House Number) Fairfax (Street) Nashville, Tenn. (P. O. Address, City or Town) 37212 (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Joe M. Boyd Jr. and wife Janeice M. Boyd, their heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Joe M. Boyd Jr. and wife Janeice M. Boyd, 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 Joe M. Boyd Jr. and wife Janeice M. Boyd

do hereby transfer and convey unto David O. Condra, 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 Joe M. Boyd Jr. and wife Janeice M. Boyd

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 $ 26,500.00 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 Joe M. Boyd Jr. and wife Janeice M. Boyd 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 Joe M. Boyd Jr. and wife Janeice M. Boyd 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 David O. Condra, 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 Nettie Sutherland, a widow, and Joe M. Boyd Jr. and wife Janeice M. Boyd hereunto set our hands at Nashville, Tennessee, this the 28 day of January 1977

Nettie Sutherland

BY: Margaret S. Morel
Attorney-in-fact

Joe M. Boyd Jr.

Janeice M. Boyd

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Alice S. Steele, a Notary Public in and for said County and State, the within named ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ Joe M. Boyd Jr. and wife Janeice M. Boyd

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 28th day of January, 1977.

Alice S. Steele, Notary Public.

Commission Expires 11-3-1980

STATE OF TENNESSEE

DAVIDSON COUNTY

On this 28th day of January, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Margaret S. Morel, to me known to be the person who executed the foregoing instrument in behalf of Nettie Sutherland, and acknowledged that she executed the same as the free act and deed of the said Nettie Sutherland, a widow.

Witness my hand and seal at Nashville, Tennessee, this the 28th day of January, 1977.

Alice S. Steele
Notary Public

My Commission expires: 11-3-1980

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 5110 PAGE 951

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
Nettie Sutherland, a widow,

TO
Joe M. Boyd Jr. and wife,
Janeice M. Boyd

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

D 87480

TERRITORIAL REFERENCE

JAN 31 4 00 PM '77

REGISTER
DAVIDSON COUNTY, TENN.

FORLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. & Mrs. Joe M. Boyd Jr. (NAME)	Same (NAME)	24W 06655
2520 Fairfax Ave, (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37212 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
David O. Condra, Attorney
108 Harding Place
Nashville, Tenn. 37205

Mail

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 30,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29 DAY OF January 1977.

Notary Public

MY COMMISSION EXPIRES: 4-5-1980

(AFFIX SEAL)