INSTALLMENT DEED

For and in Consideration of the sum of Forty-four thousand and no/lpp (44,000.00)---------- Dollars, of which Four thousand and no/100 ($4,000.00)---------- Dollars, has been paid in cash by Albert D. Nichols and wife, Jean H. Nichols the receipt of which is hereby acknowledged, and for the remainder Forty Thousand and no/100 ($40,000.00)---------- Dollars, the said Albert D. Nichols and wife, Jean H. Nichols have executed their promissory note in the amount of Forty-thousand and no/100 ($40,000.00), payable to Frank Edgar Wade, to bear interest at eight and three-fourths (8-3/4%) per cent in equal monthly installments for fifteen (15) years.

eight and three-fourths (8-3/4%)

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, Frank Edgar Wade and wife, Mary E. Wade

have this day bargained and sold, and do hereby transfer and convey unto the said Albert D. Nichols and wife, Jean H. Nichols for life and to Pamela ~~xxxxx xxxx~~ Nichols Burke and James David Nichols, in fee, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 54 on the Map of Inglewood Place as of record in Book 332, Page 101, Register's Office for said County.

Said Lot No. 54 fronts 138.8 feet on the southerly side of Shelton Avenue and runs back 219.25 feet on the westerly line along the easterly margin of Windsor Street, and 213.2 feet on the easterly line to a dead line on which it measures 138.8 feet.

Being the same property conveyed to F. Edgar Wade, and wife, Bessie Jewel Wade by warranty deed from T. V. Ellis and Joe T. Ellis, of record in Book 1085, page 662, Register's Office for Davidson County, Tennessee; and which property Bessie Jewel Wade took as a survivor upon the death of her husband, F. Edgar Wade; and which property Bessie Jewel Wade devised to her son, Frank Edgar Wade, by her Last Will and Testament, which was probated on April 14, 1971, and which appears of record in Wills Book 100, page 280, Probate Court, for Davidson County, Tennessee.

AUG-2	CONV	44,000.00			
AUG-2	MORT'G	40,000.00			
AUG-2	S'TAX		B*	114.40	
AUG-2	S'TAX		B*	38.00	
AUG-2	PR'FEE		B*	.50	
AUG-2	W'DEED		B*	8.00	* 160.90

This is improved (X) unimproved ( ) property, know as 1132 Shelton Avenue, Nashville, Tennessee 37206
(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 Albert D. Nichols and wife, Jean H. Nichols for life Pamela Nichols Burke and James David Nichols, in fee, 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 said real estate to said Albert D. Nichols and wife, Jean H. Nichol for life and Pamela Nichols Burke and James David Nichols, in ~~fee, 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 in hand paid, we, the said Albert D. Nichols and wife, Jean H. Nichols for life and Pamela Nichols Burke and James David Nichols, in ~~fee.~~

do hereby transfer and convey unto ~~Lucien Dale~~, 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 Grantors

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 $40,000.00 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 Grantors 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 Grantors 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 Lucien Dale, 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 Frank Edgar Wade and wife, Mary E. Wade and Albert D. Nichols and wife, Jean H. Nichols and [Pamela Nichols Burke and James David Nichols hereunto set our hands at Nashville, Tennessee, this the 1st day of August 19 77

Frank Edgar Wade
Frank Edgar Wade

Mary E. Wade
Mary E. Wade

Albert D. Nichols
Albert D. Nichols

Jean H. Nichols
Jean H. Nichols

Pamela Nichols Burke
Pamela Nichols Burke

James David Nichols
James DAvid Nichols

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Lucien Dale, a Notary Public in and for said County and State, the within named Frank Edgar Wade and wife, Mary E. Wade and Albert D. Nichols and wife, Jean D. Nichols and Pamela Nichols Burke and James David Nichols

the bargainor, 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 1st day of August, 19 77

Lucien Dale
Notary Public.

Commission Expires April 14, 1979

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 5179 PAGE 126

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
FRANK EDGAR WADE, ET UX

TO
ALBERT D. NICHOLS, ET UX
ET AL

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

E 18095

IDENTIF. REFERENCE.

AUG 2 3 24 PM '77

FELIX A. ... REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Albert D. Nichols, and wife, Jean H. Nichols and Pamela Nichols Burke and James David Nichols (NAME)	(NAME)	Map 72-3
1132 Shelton Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 347
Nashville, Tennessee 37206 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	15 D-09155

THIS INSTRUMENT WAS PREPARED BY
LUCIEN DALE, ATTORNEY
14th Floor
Nashville City Bank & Trust Building
Nashville, Tennessee 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 44,000.00 Frank Edgar Wade
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st 2nd DAY OF August 19 77

Notary Public

MY COMMISSION EXPIRES: 4/14/77

(AFFIX SEAL)