This Instrument prepared by:
SCHULMAN, PRIDE & LE ROY
P. O. BOX 2[illegible]
NASHVILLE, TENN. 3[illegible]

Installment Deed

BOOK 5196 PAGE 252

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Deborah Carol Cole (NAME:)	Deborah Carol Cole (NAME:)	106-6-13
816 Forest Hills Drive (STREET ADDRESS OR ROUTE NUMBER)	816 Forest Hills Drive (STREET ADDRESS)	
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Nine Thousand and 00/100 ($9,000.00) ---------- *Dollars, of which* Two Thousand and 00/100 ($2,000.00) ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Seven Thousand and 00/100 ($7,000.00) ---------- *Dollars,* ---------- Deborah Carol Cole has executed her Promissory Note in the principal sum of Seven Thousand and 00/100 ($7,000.00) Dollars, payable in yearly installments as follows: On the 1st day of September, 1978, the sum of One Thousand Four Hundred and 00/100 ($1,400.00) Dollars and thereafter the sum of One Thousand Four Hundred and 00/100 ($1,400.00) Dollars principalplus interest in four (4) yearly installments payable on the anniversary date of said Note with interest thereon at the rate of seven (7%) percent per annum on the unpaid balance thereof,

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, J. D. Owen and wife, Marguerite Mullette Owen,

have this day bargained and sold, and do hereby transfer and convey unto the said Deborah Carol Cole, her

XXXXX (successors), *heirs and assigns,*

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

See Exhibit "A"

This conveyance is subject to Restrictive Covenants of record in Book 1345, Page 617, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $9,000.00

Affiant

Subscribed and sworn to before me, this the 12th day of December 1977

Notary Public

My commission expires Feb 4 - 1979 (Affix Seal)

This is improved [illegible] unimproved property, known as 307 Arlington Avenue, 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 Deborah Carol Cole, her

XXXXXX *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 unincumbered,* except as hereinabove set forth and taxes for 1977 subject to which this conveyance is executed. we *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Deborah Carol Cole, her

XXXXX, *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 Ven 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 Deborah Carol Cole

hereinafter referred to as trustors, hereby transfer and convey unto John A. Gupton, III, *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 sum of $, or at least the 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 Registers 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.

Witness our hand S this 12th *day of* September *1977. the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Deborah Carol Cole

Deborah Carol Cole

J. D. Owen

J. D. Owen

Marguerite Mullette Owen

Marguerite Mullette Owen

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Annie G. Smith, *a Notary Public in and for said County and State,* J. D. Owen and wife, Marguerite Mullette Owen,

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* 12th *day of* September, *19* 77

Annie G. Smith *Notary Public*

Commission expires 6-2-81

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Annie G. Smith a Notary Public in and for said County and State, Deborah Carol Cole, the within-named 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 12 day of September, 1977.

COMMISSION EXPIRES: 6-2-81 NOTARY PUBLIC: Annie G. Smith

INSTALLMENT DEED

FROM

J. D. OWEN AND WIFE, MARGUERITE MULLETTE OWEN

TO

DEBORAH CAROL COLE

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37208

EXHIBIT "A"

Land in Davidson County, Tennessee, being the southerly 67 1/2 feet of Lot No. 6 on the Plan of F. B. Catching's Subdivision of part of Lot No. 2 Trabune Plan as of record in Book 57, Page 155, Register's Office for said County.

Said part of Lot No. 6 runs 67 1/2 feet on the westerly side of Arlington Avenue and runs back between parallel lines 286 feet to a dead line.

But excluding therefrom a part of the South 67 1/2 feet of Lot No. 6 as follows: Beginning at a point in the westerly margin of Arlington Avenue and running with the boundary line between the lands formerly owned by the American Bread Company and the lands of J. D. Owen, North 62° 12' West, 286 feet to a point; thence South 27° 42' 30" West, 31 feet to a point; thence South 62° 38' East, 286 feet to a point in the westerly margin of Arlington Avenue; thence with said margin, North 27° 42' 30" East, 29 feet to the point of beginning. Containing 580 square feet more or less. Said exclusion conveyed by Grantors by Deed to the State of Tennessee of record in Book 3429, Page 360, Register's Office for Davidson County, Tennessee.

Being part of the same property conveyed to J. D. Owen and wife, Marguerite Mullette Owen, by Deed from William M. Ham and wife, Delpha E. Ham of record in Book 2400, Page 477, said Register's Office.

E 25754

IDENTIF. REFERENCE

SEP 13 3 25 PM '77

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

SEP 13 77	CONV	*9,000.00			
SEP 13 77	MORT'G	*7,000.00			
SEP 13 77	S'TAX		B*	23.40	
SEP 13 77	S'TAX		B*	5.00	
SEP 13 77	PR'FEE		B*	.50	
SEP 13 77	W'DEED		B*	6.00	* 34.90