ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO: Alvin O. West	MAP-PARCEL NUMBERS:
Mrs. Wilma Cortner (NAME)	~~Judith Ann Forshay~~ (NAME)	104-16
1702 Ashwood Avenue (STREET ADDRESS OR ROUTE NUMBER)	4112 North 25th Place ~~Forshay Avenue~~ (STREET ADDRESS)	98
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	Arlington, Virginia 22207 ~~Nashville, Tennessee 37208~~ (CITY) (ZONE) (STATE)	

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of THREE THOUSAND NINE HUNDRED TWENTY THREE AND 29/100 ($3,923.29) ---------- DOLLARS

of which $160.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees

has executed a promissory note of even date herewith, with interest at the rate of 8 1/2 percent per annum, payable to the order of Judith Ann Forshay. Said note is payable in monthly installments of $160.00 and shall be applied first to interest to date, taxes, insurance, and the balance to principal.

MAY 19 78	CONV	*3,923.29			
MAY 19 78	MORT'G	*3,763.29			
MAY 19 78	S'TAX		B*	10.14	
MAY 19 78	S'TAX		B*	1.80	
MAY 19 78	PR'FEE		B*	.50	
MAY 19 78	W'DEED		B*	4.00	* 16.44

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

Judith Ann Forshay

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Mrs. Wilma Cortner

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being the west 50 feet of Lot No. 147 of the Belmont Company's Plan of lots, called "Belmont Heights," as of record in Book 421, page 34 of the Register's Office for said County.

The said part of Lot No. 147 is particularly described as beginning at a point in the north margin of Ashwood Avenue, which point is 50 feet easterly from the joint line between Lots Nos. 147 and 148 of said plan; running thence, northwardly, parallel with the line between Lots 147 and 148, about 150 feet to an alley, thence, with the west margin of said alley, to a point in the north margin of another alley running parallel to Ashwood Avenue; thence, westerly, with the north margin of this last named alley, 25.7 feet to the line between Lots Nos. 147 and 148, thence southwardly, with the line between Lots 147 and 148, 175 feet to the north margin of Ashwood Avenue, thence eastwardly with the north margin of Ashwood Avenue, 50 feet to the beginning.

Being the same property conveyed to Mrs. Wilma Cortner by Installmend Deed from Karen M. West rocorded in Book 4463, Page 462 of the Register's Office for said county.

improved ( ) unimproved ( ) property known as ..... (House Number) (Street) (P. O. Address:) (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We convenant 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 the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto Frank C. Ingraham 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 grantees 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 interest 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 grantees, 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 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:

BOOK 5287 PAGE 734

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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 13th day of April 19 78.

Judith Ann Forshay — Wilma Cortner

Judith Ann Forshay — Mrs. Wilma Cortner

STATE OF ~~TENNESSEE~~ CALIFORNIA
COUNTY OF ~~DAVIDSON~~ SANTA CLARA

The actual consideration or value, whichever is greater, for this transfer is $ ~~3,923.29~~

Affiant

OFFICIAL SEAL
JEAN E. HUNECKE
NOTARY PUBLIC-CALIFORNIA
SANTA CLARA COUNTY
My commission expires MAY 19, 1981

Subscribed and sworn to before me, this the 5th day of ~~April~~ May 19 78

My commission expires 12-19-81 (Affix Seal)

Notary Public

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Wilma Cortner the 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 this 13th day of April 19 78

Commission Expires 11-1-80

Notary Public.

STATE OF ~~TENNESSEE~~ California
COUNTY OF ~~DAVIDSON~~ Santa Clara

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Mrs. Judith Ann Forshay, with whom I am personally acquainted, and who, upon oath, ~~acknowledged~~ ~~that~~ acknowledged that she executed the within instrument for the purpose therein contained.

~~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 Sunnyvale, California, this ~~day~~ 5th day of ~~April~~ May 19 78

Commission Expires 12-19-81

Notary Public

INGRAHAM, YOUNG & CORBETT
Frank C. Ingraham
Name

This instrument was prepared by:
21st Floor Parkway Towers Nashville, TN 37219
Address

RECORD + RETURN TO:

INSTALLMENT DEED

FROM

TO

E 6 6 3 1 7

IDENTIF. REFERENCE

MAY 19 10 17 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Published by
Pioneer National Title Insurance Company
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344 4th Avenue North
NASHVILLE, TENNESSEE 37219
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FORM NO 1005-HESSEY 8-1-75