INSTALLMENT DEED

For and in Consideration of the sum of Twenty-One Thousand and NO/100 - ($21,000.00) - - - - - - - - - - - - - - - - - - Dollars, of which Two Thousand Five Hundred and NO/100 ($2,500.00) - - - - - Dollars, has been paid in cash by DORIS S. WAYMAN, unmarried the receipt of which is hereby acknowledged, and for the remainder Eighteen Thousand Five Hundred and no/100 ($18,500.00) - Dollars, the said Doris S. Wayman has executed her negotiable promissory note of even date payable to Gwendolyn Sutherland in the principal amount of Eighteen Thousand Five Hundred and no/100 Dollars in 240 monthly installments of $175.48 each, the first payable one month from the date hereof and the remainder on the same day of each successive month thereafter, each including interest at 9-3/4% per annum, the last installment to include the amount of the unpaid interest and the remaining principal. Payments shall be applied first to interest, and the remainder to the principal balance.

~~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, GWENDOLYN SUTHERLAND and husband, JOSEPH E. SUTHERLAND have this day bargained and sold, and do hereby transfer and convey unto the said DORIS S. WAYMAN, unmarried, her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

"Land in Davidson County, Tennessee, being Lot No. 413 on the Map of Sunrise Heights, Second Addition, as of record in Book 421, page 46, Register's Office for said County.

"Said Lot No. 413 fronts 50 feet on the easterly side of Calhoun Avenue and extends back on the northerly line with the southerly line of Raymond Street, 150 feet, and 150 feet on the southerly line, to an alley, and measures 50 feet thereon."

Being the same property conveyed to Peggy L. Patterson by deed from James Phillip Boyd, Jr., et al, of record in Book 5228, page 329, Register's Office for Davidson County, Tennessee. The said Peggy L. Patterson having since died, and by will of Peggy Loma Patterson, said property was devised to Gwendolyn Sutherland under her will of record in Will Book 123, page 747, Probate Court Clerk's Office for Davidson County, Tennessee.

If the real property herein described should be sold or otherwise transferred, at voluntary or judicial sale or otherwise, without the written consent of the holder of the note and indebtedness hereby secured, such holder reserves and shall have the right at his or her option to declare the entire indebtedness due and payable.

This is unimproved ( ) improved (X) property, known as 3500 Saindon Street - Nashville, Tennessee 37211
(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 Doris S. Wayman, her 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 except by 1978 property taxes which have been prorated and assumed by Grantee.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Doris S. Wayman her 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 me in hand paid, I, the said Doris S. Wayman

do hereby transfer and convey unto J. VAULX CROCKETT, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Doris S. Wayman 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 $18,500.00 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, and to deliver the policy to such lawful owner and holder.

I 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 I 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 I, the said Doris S. Wayman 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 I fail to pay any one of said notes or part thereof, promptly at maturity or if I fail to pay taxes, keep up repairs or keep said premises insured as herein provided; or if I 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. I 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. I 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 Doris S. Wayman, her 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 J. Vaulx Crockett, 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. The masculine as used herein includes the feminine. Doris S. Wayman waives the right of redemption

IN WITNESS WHEREOF, we, the said Gwendolyn Sutherland and husband, Joseph E. Sutherland and Doris S. Wayman

hereunto set our hands at Nashville, Tennessee, this the 6th day of September 19 78

Gwendolyn Sutherland

Joseph E Sutherland

Doris S Wayman

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Frances D. Seale, a Notary Public in and for said County and State, the within named GWENDOLYN SUTHERLAND and husband, JOSEPH E. SUTHERLAND and DORIS S. WAYMAN

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 day of September, 1978

Commission Expires July 16, 1982

Frances D Seale Notary Public

NOTARY PUBLIC DAVIDSON COUNTY

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

RECORDED 375

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5334 PAGE 712

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.....

SEP-7 78 CONV 21,000.00
SEP-7 78 MORT'G 18,500.00
SEP-7 78 S'TAX
SEP-7 78 S'TAX B* 54.60
SEP-7 78 PMTFEE (over for additional acknowledgements) * 16.50
SEP-7 78 C* .50
SEP-7 78 W'DEED C* 8.00 * 79.60

Commission expires ...., Notary Public.

INSTALLMENT 233D

FROM
GWENDOLYN SUTHERLAND, et vir

TO
DORIS S. WAYMAN

Attorneys Title Company
Tides Guaranteed
NASHVILLE, TENN.

E 87215

IDENTIF. REFERENCE

SEP 7 8 37 AM '78
FELIX A. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

YOKLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Doris S. Wayman (NAME)	Same (NAME)	133-1-319
3500 Saindon Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37211 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

J. Vaulx Crockett
RUTHERFORD, CROCKETT & GUENTHER
306 Nashville Trust Building
Nashville, Tennessee 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$21,000.00 J. Vaulx Crockett
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 7th DAY OF September, 1978.

[illegible]
Notary Public

MY COMMISSION EXPIRES: [illegible]
(AFFIX SEAL)