THIS INSTRUMENT PREPARED BY: Homer R. Ayers, Attorney at Law
223 Madison Street, Madison, TN 37115

Installment Deed

BOOK 5342 PAGE 42

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
NELLIE JEAN WHITEHEAD	Same	52-G
(NAME)	(NAME)	Par 56 Is
821 Neely's Bend Road		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Madison, TN 37115		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ----Twenty-Five Thousand and No/100---------
----------($25,000.00)---------- Dollars,
of which ----------Three Thousand and No/100----------
----------($3,000.00)---------- Dollars, has been paid in cash,
the receipt of which is hereby acknowledged, and for the remainder Twenty-Two Thousand and No/100------
----------($22,000.00)---------- Dollars,

NELLIE JEAN WHITEHEAD has executed

a promissory note of even date payable to Nellie Mai Pinkerton Whitehead, payable at the rate of Three Thousand and No/100 ($3,000.00) Dollars per year, beginning January 1, 1979, and a like amount each and every year until the balance together with interest at the rate of 6% per annum has been paid in full. Interest shall accrue during the full term of the note and all such accrued interest shall be paid on the year succeeding the last payment of principal,

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, NELLIE MAI PINKERTON WHITEHEAD, hereinafter referred to as Grantor

have this day bargained and sold, and do hereby transfer and convey unto the said NELLIE JEAN WHITEHEAD, hereinafter referred to as Grantee, her (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lots Nos. 9, 10 and 12 of Block "H" on the Map of the revised plan of Rainbow Terrace Subdivision, not of record described according to a survey made by W. B. Southgate, Surveyor, in April, 1930, as follows:

Beginning at the northerly margin of Neely's Bend Road 801 feet 4 inches east of the easterly margin of Hillcrest Drive; thence with the line between Lots Nos. 8, 9, 12 and 13 northerly 448 feet to the southerly margin of Blackstone Avenue; thence with same easterly 84 feet; thence South 17° 15' East 228 feet to the corner of Lots Nos. 10, 11 and 12; thence with the line between Lots Nos. 10 and 11 southerly 266 feet 6 inches to the northerly margin of Neely's Bend Road; thence westwardly with same 200 feet 11 inches to the beginning.

INCLUDED IN THE ABOVE DESCRIPTION, BUT EXCLUDED from this conveyance is a certain tract of land conveyed to City of Nashville, acting by and through the Electric Power Board of the City of Nashville, by deed of record in Book 2276, page 65, described as follows: (CONTINUED)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 25,000.00

Subscribed and sworn to before me, this the 13th day of Dec. 1978

Nellie Jean Whitehead
Affiant

HOMER R. AYERS

My commission expires Notary Public, State of Tenn. at Large

Notary Public

Commission Expires 2-14-81

This is unimproved ( ) improved ( ) property, known as (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 grantee, her (successors), 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 grantee, her (successors), 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 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 NELLIE JEAN WHITEHEAD hereinafter referred to as trustors, hereby transfer and convey unto THOMAS E. STEWART, 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 $ insurable, 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 my hand this 18th day of September, *19*78, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Nellie Jean Whitehead — Nellie Mai Pinkerton Whitehead

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* NELLIE MAI PINKERTON WHITEHEAD and NELLIE JEAN WHITEHEAD

*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 Madison *Tennessee, this* 18th *day of* September, *19*78.

HOMER R. AYERS
Notary Public, State of Tenn. at Large
Commission Expires 2-14-81

Notary Public

Commission expires

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* ....., *with whom I am 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 .....

INSTALLMENT DEED

FROM

TO

Compliments of
Commonwealth Title Agency
of Nashville, Inc.
Suite 112 Madison Bldg.
223 Madison St.
MADISON, TENNESSEE 37115

Land in Davidson County, Tennessee, being the northerly part of Lot No. 12 of Block "H" on the map of Revised plan of Rainbow Terrace Subdivision, not of record, described partly according to a survey made by W. B. Southgate, Surveyor, April, 1930, and partly according to a plan of Rainbow Terrace, Section III, as of record in Book 2133, page 20, Register's Office for said County, as follows:

Beginning at a point on the easterly margin of Randy Road at the southwest corner of Lot No. 87 on the plan of Rainbow Terrace, Section III, of record in Book 2133, page 20, said Register's Office; thence with the southern boundary line of said Lot No. 87, South 78° East 84 feet; thence continuing with the line of said Lot No. 87, South 15° 34' East 113.7 feet, continuing in the same direction 44.3 feet, in all, 158 feet; thence at right angles to said Randy Road, westwardly 158 feet, more or less, to the easterly margin of said Road; thence with the easterly margin of said Road, northwardly 140 feet to the beginning.

Being a portion of the same property conveyed to R. T. Whitehead and wife, Nellie P. Whitehead by deed from Charles A. Dennis and wife, Agnes Jones Dennis dated July 18, 1940 of record in Book 1139, page 321, Register's Office for Davidson County, Tennessee, and the said R. T. Whitehead having since died, the said property vests in fee simple in Nellie P. Whitehead. Nellie P. Whitehead is one and the same person as Nellie Mai Pinkerton Whitehead.

Grantor, Nellie Mai Pinkerton Whitehead, expressly reserves a life estate in and to the said property for and during Grantor's natural lifetime.

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IDENTIF. REFERENCE

SEP 25 2 34 PM '78

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

This the 18th day of September, 1978.

Nellie Mai Pinkerton Whitehead
NELLIE MAI PINKERTON WHITEHEAD, Grantor

Nellie Jean Whitehead
NELLIE JEAN WHITEHEAD

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, NELLIE MAI PINKERTON WHITEHEAD and NELLIE JEAN WHITEHEAD, the within named bargainors, with whom I am personally acquainted and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal this the 18th day of September, 1978.

Notary Public
HOMER R. AYERS
Notary Public, State of Tenn. at Large
Commission Expires 2-14-81

My commission expires

SEP 25 78	CONV	25,000.00			
SEP 25 78	MORT'G	22,000.00			
SEP 25 78	S'TAX		B*	55.00	
SEP 25 78	S'TAX		B*	20.00	
SEP 25 78	PR'FEE		B*	.50	
SEP 25 78	W'DEED		B*	6.00	* 91.50