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

BOOK 5355 PAGE 128

INSTALLMENT DEED

For and in Consideration of the sum of Twenty Thousand Five Hundred and No/100 ($20,500.00)---------- Dollars, of which One Thousand and No/100 ($1,000.00)---------- Dollars, has been paid in cash by Annie L. Carlton the receipt of which is hereby acknowledged, and for the remainder Nineteen Thousand Five Hundred and No/100 ($19,500.00)---------- Dollars, the said Annie L. Carlton has executed one Promissory Note of even date herewith in the principal sum of $19,500.00 payable to the order of Frank E. Wade in two hundred forty (240) monthly installments of $181.77 each, which includes both principal and interest from date at the rate of 9-1/2% per annum, the first installment falling due on the 1st day of December, 1978 and the other monthly installments payable monthly thereafter until the principal and interest have been paid in full.

all of said notes bearing ~~six~~ nine and one-half (9-1/2%) 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 E. Wade and wife, Mary E. Wade ----------

have this day bargained and sold, and do hereby transfer and convey unto the said Annie L. Carlton, her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 2 on the Map of Re-Subdivision of Lots 50, 51 and 52 of Electric Car Company Subdivision Plan, of record in Book 5190, Page 23, Register's Office for Davidson County, Tennessee.

Said Lot No. 2 is described as follows, to-wit:

Beginning at a concrete monument at the intersection of South 18th Street and Electric Street, thence northwesterly 39.27 feet around the intersection curve to an iron pin in the easterly margin of South 18th Street; thence with said margin of said Street 50 feet to an iron pin at the common corners of Lots Nos. 1 and 2; thence south 88° 10' east 100 feet, being the common boundary between Lots Nos. 1 and 2, to an iron pin; thence south 01° 50' west 75 feet to an iron pin in the northerly margin of Electric Street; thence 75 feet westerly with said margin of said Street to the point of beginning.

Being part of the same property conveyed to Frank E. Wade by deed from Henry A. Bell and Marguerite Bell Garland, of record in Book 5176, Page 629, Register's Office for Davidson County, Tennessee; and part of the same property conveyed to Frank E. Wade by deed from James Franklin Telford and wife, Johnnie L. Telford, of record in Book 4913, Page 699, Register's Office for Davidson County, Tennessee.

Said conveyance is subject to a 10 foot utility easement extending 75 feet from the north margin of Electric Street northerly to the adjoining property line, and a 10 foot utility easement extending from the northwest corner of the house northerly to the adjoining property line.

This is improved property known as 709 South 18th Street, Nashville, Tennessee 37206.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Annie L. Carlton, 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.

We further covenant and bind ourselves, and our heirs and representatives, to warrant and forever defend the title to said real estate to said Annie L. Carlton, 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 Annie L. Carlton

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.

I, the said Annie L. Carlton 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 $20,500.00 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.

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 Annie L. Carlton 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, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; 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 Annie L. Carlton, 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 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 E. Wade and wife, Mary E. Wade and Annie L. Carlton hereunto set our hands at Nashville, Tennessee, this the 24th day of October 19 78

Frank E. Wade

Frank E. Wade

Mary E. Wade

Mary E. Wade

Annie L. Carlton

Annie L. Carlton

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 E. Wade and wife, Mary E. Wade and Annie L. Carlton

the 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 24th day of October, 19 78

Lucien Dale Notary Public.

Commission Expires 4/14/1979

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
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19__

My commission expires _____

Notary Public

OCT25 78 CONV 20,500.00
OCT25 78 MORT'G 19,500.00
OCT25 78 S'TAX B* 63.30
OCT25 78 S'TAX B* 17.50
OCT25 78 PR'FEE B* .50
OCT25 78 W'DEED B* 8.00 * 79.30

INSTALLMENT DEED

FROM
FRANK E. WADE, ET UX

TO
ANNIE L. CARLTON

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

E 96273

IDENTIF. REFERENCE

OCT 25 11 10 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

JOHN TOOLEY CO., NASHVILLE

ADDRESS NEW OWNER AS FOLLOWS:

Annie L. Carlton
709 South 18th Street
Nashville, Tennessee 37206

SEND TAX BILLS TO

Same
Same
Same

MAP-PARCEL NUMBERS

Map 94-2
Parcel 130
Orig. # 01070 - 23W

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $20,500.00.

× Frank E. Wade
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 24th DAY OF OCTOBER, 1978.

Notary Public

My Commission Expires:

4/14/1979

NOTARY PUBLIC STATE OF TENNESSEE AT LARGE