NUMBER 64482 RECORDED APRIL 9, 1946.

CHAS. U. COGGIN, TR -TO- WILLIAM R. MATTHEWS, ET UX.

INSTALLMENT DEED

Book No. 1369

FOR AND IN CONSIDERATION of the sum of EIGHT HUNDRED FIFTY AND NO/100 ($850.00)-- DOLLARS

cash in hand TWO HUNDRED FIFTY AND NO/100 ($250.00)-- DOLLARS has been paid in cash by

WILLIAM R. MATTHEWS AND WIFE, MARY LOVE MATTHEWS, the receipt of which is hereby acknowledged, and for the remainder

SIX HUNDRED AND NO/100 ($600.00)-- DOLLARS

the said WILLIAM R. MATTHEWS AND WIFE, MARY LOVE MATTHEWS, HAVE ON THIS THE 8TH DAY OF APRIL, 1946 EXECUTED THEIR THIRTY (30) JOINT PRINCIPAL PROMISSORY MONTHLY NOTES IN THE SUM OF TWENTY AND NO/100 ($20.00) DOLLARS EACH, WITH SIX (6%) PERCENT INTEREST PER ANNUM, COMPUTED AND ADDED TO THE FACE OF EACH NOTE, MAKING THE FIRST NOTE, PRINCIPAL AND INTEREST IN THE SUM OF TWENTY-THREE AND NO/100 ($23.00) DOLLARS, AND EACH SUCCEEDING NOTE IN THE SUM OF TEN (10¢) CENTS LESS THAN THE PRECEEDING NOTE, THE LAST NOE BEING IN THE SUM OF TWENTY AND 10/100 ($20.10) DOLLARS, ALL OF SAID THIRTY NOTES ARE PAYABLE TO THE ORDER OF CHAS. U. COGGIN, TRUSTEE. THE FIRST ONE OF SAID NOTES BEING DUE AND PAYABLE ON OR BEFORE THE 8TH DAY OF MAY, 1946, AND ONE OTHER ON OR BEFORE THE 8TH DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL OF SAID 30 NOTES HAVE BEEN PAID IN FULL. ANY ONE OR ALL OF THIS SERIES OF NOTE MAY BE TAKEN UP AT ANY TIME BEFORE MATURITY AT A DISCOUNT OF TEN (10¢) PER MONTH FOR THE TIME UNEXPIRED, PROVIDED THAT THEY BE TAKEN UP IN THE ORDER OF THEIR MATURITY.

OF MATURITY ONLY,

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

I, CHAS. U. COGGIN, TRUSTEE,

have this day bargained and sold, and do hereby transfer and convey, unto the said

WILLIAM R. MATTHEWS AND WIFE, MARY LOVE MATTHEWS, THEIR

heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS NOS. 8-A AND 9-A IN THE UNRECORDED PLAN OF NAWAKWA HILLS, RIVERFRONT SECTION TO A SURVEY AND PLAN MADE BY EWELL ANDERSON OF MADISON, TENNESSEE, BEGINNING AUGUT 14, 1945. SAID LOTS NOS. 8-A AND 9-A ADJOIN AND TOGETHER FRONT 100.44 FEET ON THE NORTHEASTERLY MARGIN OF PAWNEE TRAIL EXTENDED, AND EXTEND BACK EASTERLY 200 FEET ON THE NORTHERLY LINE OF LOT 9-A AND 196.7 FEET ON THE SOUTHERLY LINE OF LOT 8-A TO A DEAD LINE, AND MEASURES 100 FEET THEREON TOGETHER, AND BEING A PART OF THE SAME PROPERTY CONVEYED TO CHAS. U. COGGIN, TRUSTEE, AS OF RECORD IN BOOK 1260, PAGE 355, OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE. THE PROPERTY HEREINBEFORE DESCRIBED IS HEREBY CONVEYED SUBJECT TO THE RESTRICTIVE COVENANTS AND EASEMENTS AS OF RECORD IN BOOK 1300, PAGE 334, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

IT IS UNDERSTOOD AND HEREBY AGREED THAT THE SAID WILLIAM R. MATTHEWS AND WIFE, MARY LOVE MATTHEWS, THEIR HEIRS AND ASSIGNS, SHALL PAY FOR AND HAVE CONNECTED ON EACH ONE OF SAID LOTS NOS. 8-A AND 9-A, HEREINBEFORE DESCRIBED AND HEREBY CONVEYED, ONE WATER CONNECTION, IF AND WHEN THE MADISON SUBURBAN UTILITY DISTRICT, ITS REPRESENTATIVES OR ASSIGNS, EXTENDS ITS WATER MAIN TO OR IN FRONT OF SAID LOTS OR ANY PART THEREOF, RESPECTIVELY; PROVIDED, HOWEVER, THE COSTS DOES NOT EXCEED ONE HUNDRED THIRTY-SEVEN AND 50/100 ($137.50) DOLLARS FOR EACH CONNECTION.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WILLIAM R. MATTHEWS AND WIFE, MARY LOVE MATTHEWS, THEIR, heirs and assigns, forever. I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered. EXCEPT 1946 TAXES. WHICH THE GRANTEE HEREIN ASSUMES AND AGREES TO PAY.

I further covenant and bind MYSELF, MY SUCCESSORS and representatives, to warrant and forever defend the title to said real estate to said WILLIAM R. MATTHEWS AND WIFE, MARY LOVE MATTHEWS, 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 nonpayment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to US in hand paid WE, the said WILLIAM R. MATTHEWS AND WIFE, MARY LOVE MATTHEWS, do hereby transfer and convey unto WILLIAM O. LEE, Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WE, the said JAMES L. BONER AND WIFE, MILDRED LOUISE BONER, 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 $ 2700.00 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 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 JAMES L. BONER AND WIFE, MILDRED LOUISE BONER, 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, 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 south door of the Courthouse 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.

WE agree that the Trustee may, at any time after default in 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 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 JAMES L. BONER AND WIFE, MILDRED LOUISE BONER, THEIR 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 the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by instrument in writing, to be recorded in the Register's Office for Davidsod County, Tennessee, and the title herein conveyed to WILLIS HAYNES 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 of settlement in relation to his trusteeship.

In Witness Whereof, We, the said LOUIS HARTMAN, UNMARRIED

and JAMES L. BONER AND WIFE, MILDRED LOUISE BONER, hereunto set our hands

at NASHVILLE, Tennessee, this the 4TH day of APRIL, 19 46

JAMES L. BONER
MILDRED LOUISE BONER
LOUIS HARTMAN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MARVIN K. BARRY, a Notary Public in and for said County and State, the within named LOUIS HARTMAN, AND JAMES L. BONER AND WIFE, MILDRED LOUISE BONER

the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

XXXXXX XXXXX XXXXX, of the said

having appeared before me privately and apart from husband, the said XXXXX XXXXX XXXXX XXXXX, acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband, and for the purposes therein expressed. XXXXX

Witness my hand and official seal at Nashville, Tennessee, this 6TH day of APRIL 19 46.

My commission expires JAN 14, 1950

(Seal) MARVIN K. BARRY
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, , a Notary Public in and for said County and State, the within named

the bargainor, whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

And , of the said

having appeared before me privately and apart from husband, the said , acknowledged the execution of the said instrument to have been done by freely, voluntarily and understandingly, without compulsion or constraint from said husband, and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this day of 19 .

My commission expires

(Seal)
Notary Public.

U.S.R.S. 23.85

RECEIVED APRIL 8, 1946 AT 11:35AM MDH

I, [illegible] do hereby certify that the foregoing instrument was signed by the instrument with the knowledge of the lien to secure the [illegible]

Oct 19[illegible]