INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FORM 1003

FOR AND IN CONSIDERATION OF the sum of - - - - - - - - - - - - $2,000.00 - TWO THOUSAND AND NO/100 - DOLLARS

of which $ 700.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed one principal instalment note in the sum of ONE THOUSAND THREE HUNDRED AND NO/100 ($1,300.00) DOLLARS, dated January 4, 1956, bearing interest from date at the rate of five per cent (5%) per annum on the unpaid balance until paid. The said principal and interest shall be payable at the office of Suburban Properties, Inc., in Nashville, Tennessee, or at such other place as the holder of the note may designate in writing, in four semi-annual instalments of THREE HUNDRED TWENTY FIVE AND NO/100 ($325.00) DOLLARS each, maturing July 4, 1956, January 4, 1957, July 4, 1957 and January 4, 1958, respectively; with interest on said principal sum, or the unpaid balance thereof, from date until maturity, at the rate of five per cent (5%) per annum, payable semi-annually. The principal note, as described above, is payable to the order of Suburban Properties, Inc.,

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,

Suburban Properties, Inc., a Tennessee corporation,

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

Sam G. King and wife, Bertha E. King,

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

Being Lot No. 176 and a small tract marked "Reserved" containing .44 acres, more or less, lying west of Lot 176 on the Plan of Eastland Acres, Section II, as of record in Book 2331, page 7, Register's Office for said County, and described as follows: Beginning at a point in the southerly margin of Brittany Drive at a concrete monument near the intersection of Barclay Drive; thence around a curve southeasterly 39.3 feet to the west margin of Barclay Drive; thence with the margin of same southerly 140.6 feet to a point; thence westerly passing the corner of Lot 176 at 149.6 feet, a total distance of 523.6 feet to a point in the margin of Brittany Drive; thence northerly 3.4 feet to another point in the margin of said Drive; thence with said Drive in an easterly direction partly around a curve, a distance of 345.9 feet to the corner of Lot 176; thence continuing easterly with said Drive 165 feet to the point of beginning.

Being part of the property conveyed to Suburban Properties, Inc., by deed from Southern Homesites, Inc., of record in Book 2449, page 395, said Register's Office.

This conveyance is made subject to restrictions of record in Book 2335, page 386, Register's Office for Davidson County, Tennessee, and the plan of record in Book 2331, page 7, which shows an Owner's Certificate, certain easements and set-back lines.

It is understood by the Grantees that only one dwelling may be built on the land herein conveyed and that the restrictions of record in Book 2335, page 386, apply to the "Reserved" area as well as to Lot 176.

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 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 taxes for 1956, which are assumed by the Grantees herein.

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 Calvin Cockrill, 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:

27 Jan. 1956