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INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FORM 1008

FOR AND IN CONSIDERATION OF the sum of $13,500.00 - - - - - - - - - - - - - - - - - -
Thirteen Thousand Five Hundred and No/100 -DOLLARS
of which $ 1,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees Willie T. Cato and wife, Maxine W. Cato, hereby assume and agree to pay the unpaid principal balance in the sum of $5,824.57 of a note dated April 28, 1948, for $8,100.00, payable $42.77 monthly including interest thereon at 4% per annum, said note secured by deed of trust executed by William S. Quinn and wife, Ruth G. Quinn, to Herschel Greer, Trustee, of record in Book 1594, page 321, Register's Office for Davidson County, Tennessee; and, also hereby assume and agree to pay the unpaid principal balance in the sum of $1,517.72, of a note dated April 28, 1948, for $2,300.00, payable $12.14 monthly including interest thereon at 4% per annum, said note secured by deed of trust executed by William S. Quinn and wife, Ruth G. Quinn, to Herschel Greer, Trustee, of record in Book 1594, page 325, said Register's Office; And, also for the balance of $5,157.71 the said Willie T. Cato and wife, Maxine W. Cato have this day executed their one joint Vendors Lien Note in the principal sum of $5,157.71, with interest at 5% per annum thereon, payable to William S. Clark and wife, Eulalyn Wilson Clark, and payable in the amount of $100.00 per month, which sum includes principal and interest from March 25, 1958, the first one of said monthly installment payments being due and payable on April 25th, 1958 and one is due and payable on the 25th day of each succeeding month thereafter until the entire indebtedness is paid in full,

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,

We, William S. Clark and wife, Eulalyn Wilson Clark

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

Willie T. Cato and wife, Maxine W. Cato

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

Being Lot No. 45 on the Plan of Green Acres Subdivision of record in Book 1424, page 21, Register's Office for said County, more particularly described as follows:
Beginning at a point in the westerly margin of Bates Drive, in the north margin of said subdivision being the northeast corner of the lot; thence with the margin of said drive southerly 100.5 feet to the beginning of a curve; thence around said curve southwesterly 31.42 feet to the north margin of an unnamed street; thence with the margin of said street, westerly 126.8 feet to a point; thence northerly 149.5 feet to a point; thence easterly 145 feet to the beginning.
Being the same property conveyed to William S. Clark and wife, Eulalyn Wilson Clark by deed from William S. Quinn and wife, Ruth G. Quinn, of record in Book 2154, page 623, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to Restrictive Covenants contained in instrument of record in Book 1450, page 261, and Book 1513, page 53, Register's Office for Davidson County, Tennessee, and the Plan of record in Book 1424, page 21, said Register's Office, shows an Owner's Certificate, a 50 foot minimum building setback line from Bates Drive, a 15 foot minimum building setback line from unnamed street, and a 10 foot easement for public utility purposes along the westerly line.

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 as herein stated and 1958 taxes which have been prorated and are hereby 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 J. F. Sperry 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 $ 12,500.00 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 interest may appear. We further agree to keep the improvements on said lot in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and should we fail to pay said taxes or assessments, or to keep said property insured as herein provided, or to keep the same in good repair and preservation, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may so pay or do, if any, as he may deem necessary for the protection of his interest, and any sum or sums so expended as part of the indebtedness secured thereby, and we, the said grantees, bind ourselves, our heirs and representatives, to pay the same on demand when so paid, together with interest thereon from the date of such payment at the rate of 6% per annum. Provided, however, that if we shall pay said notes, according to their terms, and pay taxes, keep up insurance and keep said property in good repair and preservation, as hereinbefore provided, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes promptly at maturity or if, failing to pay taxes, keep up repairs or keep said property insured by said Trustee, or lawful owner and holder of said notes, as herein provided, and for said notes, with interest, as expressed by said Trustee, or lawful owner and holder of said notes, then and in either of such events, or any of said notes then past due and unpaid, all remaining unmatured notes shall become due and payable at the option of the said Trustee, or the lawful owner and holder of said notes, and this conveyance shall remain in full force and effect, and the said Trustee, or his successor in trust, is hereby authorized and empowered, after having first given twenty days notice by publication in some newspaper published in Davidson County, Tennessee, of the time, place and terms of sale, to sell the said property at the usual place of sale at the courthouse door, in said County, free from the equity of redemption, homestead, dower, curtesy, and all other exemptions of every kind, which are hereby expressly waived, and the said Trustee, or his successor in trust, is hereby authorized to execute and deliver to the purchaser a deed to said property in fee simple. The recitals in the deed of said Trustee, or his successor in trust, shall be sufficient evidence of the truthfulness of said statements, and the grantee may rely upon the same without requiring proof in relation thereto. The said Trustee may sell at any regular or adjourned sale day, and may postpone any sale by giving notice by proclamation at the time and place appointed for such sale. We hereby agree that in the event the Trustee sells under the above conveyance, we will immediately surrender possession to the purchaser at such sale, and if we fail or refuse to do so, we do hereby agree that the purchaser shall be entitled to an immediate possession of said property, and that the Trustee, or the lawful owner and holder of said notes, may have a writ of possession issued by any Justice of the Peace, Circuit or Chancery Court of Davidson County, Tennessee, without bond or security, and we hereby waive any and all errors in said proceedings, and agree that no appeal or writ of error shall operate to stay the execution of said writ of possession. In the event of a foreclosure sale hereunder, the proceeds will be applied by the Trustee as follows:

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