BK 3073

INSTALLMENT DEED

FORM 1002

FOR AND IN CONSIDERATION OF the sum of - - -Nine Thousand Four Hundred Fifty dollars and no/100ths- - - - DOLLARS of which $ 450.00 has been paid in cash by the grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee execute our one promissory note in the principal amount of $9,000.00 payable in monthly installments in the amount of $65.00 per Mo. interest and principal payment, with interest at the rate of 6% per annum, said note can be paid off at any time and interest will be charged on time of use only.

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,

Albert Brewer

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

Carl Overstreet and wife, Maggie Overstreet

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

situated in the 13th Civil District of said County, and described as follows:

Beginning in the center of Youngs Lane at a point 996.5 feet easterly from the center of Hamilton Road; thence with said center of said Youngs Lane, and easterly 100 (One Hundred) feet to the dividing line of the property herein described and the A. Mill Young property which is also the easterly boundary line of the lot herein described and conveyed, thence northerly with said dividing line 200 feet to a dead line, thence westerly with said dead line 100 feet to a point; thence southerly 200 feet to the center of said Youngs Lane, the place of beginning.

Being the same property conveyed to Albert Brewer by deed from Louise Davis as of record in Book 2740, page 147, Register's Office for said County.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, rights, 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 unincumbered except

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 the notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, we the makers or hereafter grantees, and for the consideration of one dollar, to us in hand paid, we the said grantees hereby do hereby transfer and convey unto Joe S. Wiles Trustee, his successor and assigns, the said above described real estate, with the appurtenances, estate, title and interest thereunto belonging, for the purpose aforesaid, only. We, the said grantees do hereby covenant to keep the improvements on said property insured in some reliable fire insurance company satisfactory to the holder of the note, or notes, for not less than the sum of $ 6,000.00 until the note, or notes, secured are fully paid, and to have the loss, if any, payable to the holder of the note, or notes, secured as their interest may appear. In the event any payment of principal or interest on said note, or notes, is not made when due, or in the event of any default in the performance of any of the covenants or conditions herein contained, or in the event we fail to pay all taxes and assessments when due, and the same is not paid on demand, or in the event we fail to keep said property insured as herein provided, or in the event we should sell or convey the said property or any part thereof, or any interest therein, or in the event we should abandon said property, or in the event we should be made a party to any suit involving the title or possession of said property, or in the event we should fail to comply with any of the conditions herein contained, then in any one of said events, the whole of said principal sum and interest shall, at the option of the holder of said note, or notes, become immediately due and payable, and the said Trustee, his successor or assigns, is hereby authorized and empowered, after giving twenty days notice by three publications in some newspaper published in Davidson County, Tennessee, of the time, place and terms of sale, to sell the said property at the door of the Court House in Davidson County, Tennessee, at public outcry, to the highest bidder for cash, free from the equity of redemption, homestead, dower and all other exemptions, which are hereby expressly waived, and to make to the purchaser a good and sufficient deed to the property so sold. And the said Trustee is hereby authorized to retain from the proceeds of said sale a reasonable attorney's fee for collection, if collected by suit or through an attorney after default, and all costs of collection, and to pay the balance of the proceeds of said sale to the holder of said note, or notes, secured hereby, after the payment of all taxes and assessments which may be due and unpaid on said property, and the costs of sale, including the Trustee's commission of two per cent on the first $1,000.00 and one per cent on the balance of the proceeds of said sale. In the event the holder of said note, or notes, secured hereby, should become the purchaser at said sale, he may credit the purchase price to the amount due on said note, or notes, after deducting the costs of sale, including the Trustee's commission, attorney's fee and taxes and assessments as above provided. In the event of the death, inability or refusal of the said Trustee to act, or for any reason he should fail or refuse to act, the holder of said note, or notes, secured hereby, may appoint a substitute Trustee, or successive Trustees, with the same powers as above conferred upon the said Trustee, and such substitute Trustee, or successive Trustees, shall succeed to all the rights, powers and duties of the said Trustee. We, the said grantees, hereby waive and release all rights of homestead in the property hereby conveyed as against the debt hereby secured, and we hereby waive any benefit that we may derive from any exemption laws now in force or which may hereafter be passed.

Witness our hands this 1st day of March, 1946.

Witness as follows: