FORM 1002

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FOR AND IN CONSIDERATION OF the sum of Eight Thousand Five Hundred Thirty-Three and 52/100 ($8,533.52. . . . . DOLLARS of which $ 600.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees assume and agree to pay the present balance of $7,383.52 secured by Vendor's Lien retained in Deed from Hardy P. Criswell, and wife, to Ewing C. Chadwell of record in Book 3000, page 600, Register's Office for Davidson County, Tennessee, (to secure payment of a note dated January 19, 1960, payable to Hardy P. Criswell, and wife, in the principal sum of $7,450.00, bearing interest at 6% per annum, payable in monthly installments)

and William R. Watts and wife, Frances E. Watts, have executed their joint note of even date payable to Ewing C. Chadwell in the amount of $550.00, payable in 36 monthly installments of $16.74 each which includes both principal and interest at the rate of 6% per annum, the first payment to be November 1, 1960, and a like sum payable on the 1st of each month thereafter until 36 payments have been made

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,

I, EWING C. CHADWELL, an unmarried man

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

WILLIAM R. WATTS, and wife, FRANCES E. WATTS

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

Land in Davidson County, Tennessee, being Lot No. 215 on the Plan of Sunrise Heights Addition, as of record in Book 421, page 2, Register's Office for said County.
Said Lot No. 215 fronts 50 feet on the northerly side of Raymond Street, and runs back between parallel lines 150 feet to an alley.
Being the same real property conveyed to Ewing C. Chadwell, by deed from Hardy P. Criswell and wife, dated January 19, 1960, filed January 20, 1960, and recorded in Book 3000, page 600, said Register's Office.

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 unincumbered, except 1960 taxes which are assumed by grantees

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 being and never 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 grantors herein, do hereby transfer and convey unto JOHN L. UHLIAN 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 grantors 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 actual value, being 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 levied on said property 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 thereby, the same to bear interest from the date of such payment. Now, if we, the said grantors, shall pay the notes aforesaid when due, according to their tenor, 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 said notes or any part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; or fail to punctually pay 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 or holder of said notes, then and in any of said events, all indebtedness secured hereby 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 of these publications in some 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 rights of curtesy, which rights are hereby expressly waived and released, and to make to the purchaser a good and sufficient deed to said property. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including the lawful owner and holder of said notes, may bid at any sale hereunder. In case of the death, absence, inability or refusal to act of the said Trustee at the time when it becomes his duty to act, then the lawful owner and holder of said notes, or some person designated by him, may appoint a substitute trustee, by an instrument in writing, to act in the premises, and the substitute trustee shall succeed to all the rights, powers and duties of the said Trustee. The Trustee is authorized to employ counsel to advise with him in the execution of this trust, and to represent him in any litigation that may arise in connection with the execution of this trust, and the fees of such counsel shall be a part of the indebtedness secured hereby. In case of the sale of said property, and the execution of a deed therefor to the purchaser, the recitals therein of the existence of any default by us, or of the failure to pay said notes or any of them, or of the request to sell, and of the time, place and terms of sale, and of the receipt of the proceeds by the Trustee, shall be taken as prima facie evidence of the truth of the matters so recited; and we hereby ratify and confirm all that the said Trustee may do by virtue hereof. In case of the sale of said property, the proceeds will be applied by the Trustee as follows: