FORM 1008 **INSTALLMENT DEED — TENNESSEE TITLE COMPANY**

FOR AND IN CONSIDERATION OF the sum of $11,500.00
ELEVEN THOUSAND FIVE HUNDRED AND NO/100---------- DOLLARS
of which $ 1,000.00 has been paid in cash by the grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee herein have executed their three notes of even date herewith, all payable to the grantors herein, the first of said notes for the sum of $500.00 with interest at 5% per annum, payable December 1, 1961; the second of said notes being for the sum of $500.00 with interest at 5% per annum, payable December 1, 1962; and the third note being for the sum of $9,500.00 with interest at 5% per annum, both principal and interest payable $75.13 monthly beginning January 1, 1961; said payment to be applied first to payment of interest on the principal amount, or so much thereof as shall from time to time remain unpaid, and the balance to be applied to payment of principal until the entire amount 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,

JOHN L. McMAHON AND WIFE, FRANKIE McMAHON

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

J. L. MATHENY AND WIFE, IRENE MATHENY

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

Land in Davidson County, Tennessee, being Lot No. 10 on the Map of Morningside Heights, Section I, as of record in Book 1130, page 76, Register's Office for said County. Said Lot fronts 75 feet on the south side of Due West Avenue and runs back between parallel lines 150 feet to a dead line.
Being the same property conveyed to John L. McMahon and wife, Frankie McMahon, by deed from General Realty Company, Inc., as of record in Book 1217, page 548, said Register's Office.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, unto 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.

We hereby 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 upon specially securing the payment of said the note, and reasonable attorney's fees, according to the stipulations of said note, by the maker of the same, or hereinafter provided, and for the consideration of one dollar, to us in hand paid, by the said grantee herein, the receipt whereof is hereby acknowledged, we, L. M. Nelson, Trustee, the undersigned, with power of sale and subject to the conditions subjoined, do hereby transfer and convey unto the said grantee herein, for the purposes aforesaid, only, We, the said grantors do hereby waive all homestead rights, and all other exemptions as to the property conveyed on said property.

Insured in some reliable fire insurance company or companies for at least the sum of $ 10,500.00 and the same herein covered are duly paid, and to have the loss, if any, payable as their interest may appear, to said grantee for the benefit of the indebtedness secured hereby, as his interest may appear. And we do hereby covenant to pay all taxes and assessments that may become due and payable on said property in good and lawful money of the United States of America, and to keep the same free from all liens and incumbrances whatsoever, and to pay all taxes and assessments that may hereafter be levied or assessed against said property, and in default of any of the foregoing, the said grantee herein may pay the same, and the amount so paid shall be added to the principal debt secured hereby, and bear interest at the rate of 6% per annum from the date of payment, and be collectible as a part of the indebtedness secured hereby, and in case of the failure of the said grantors to keep the said property insured as herein provided, or to pay the said taxes and assessments, or to pay the said principal and interest when due, according to the tenor and effect of said note, or any renewal thereof, or to perform any of the covenants herein contained, then, and in any of such events, the whole of the said principal debt, together with the interest thereon, shall become due and payable at the option of the said grantee herein, his heirs or assigns, without notice, and this conveyance shall remain in full force and effect as a mortgage to secure the payment of said debt, principal and interest, and all other sums herein agreed to be paid, and the said grantors do hereby covenant and agree that in the event it becomes necessary to employ counsel to collect said note, or to protect the interest of the said grantee herein, his heirs or assigns, in any litigation in which they may become involved by reason of said note, or this conveyance, or to foreclose this conveyance, or to protect the title to said property, the said grantors will pay a reasonable attorney's fee, and all such fees shall be secured hereby, and may be collected as a part of the debt hereby secured, and this conveyance shall be enforced, and the said property sold, and the proceeds applied, and the said grantee herein, his heirs or assigns, may become the purchaser thereof, as directed by the laws of the State of Tennessee governing sales of property under deeds of trust. But if the said note and all other indebtedness hereby secured, including all taxes and assessments, and all sums paid by the said grantee herein, his heirs or assigns, for insurance, taxes, assessments, or otherwise, as herein provided, shall be fully paid at the time and in the manner aforesaid, then this conveyance shall become null and void, otherwise to remain in full force and effect. And we do hereby waive and release all rights of dower and homestead in and to said property, and all rights of redemption after sale hereunder, and all benefits that might accrue to us by virtue of any exemption law now in force or hereafter passed. And we do hereby covenant and agree that in the event of default in the payment of said note, or any renewal thereof, or any part thereof, or any of the interest thereon, when due, or in the event of default in the payment of taxes or assessments, or in the event of default in the performance of any of the covenants herein contained, the said grantee herein, his heirs or assigns, may enter upon and take possession of said property, and may rent the same for the account of the undersigned, and may collect the rents therefrom, and apply the same, after the payment of reasonable attorney's fees, upon the indebtedness hereby secured, and the undersigned do hereby attorn to the said grantee herein, his heirs or assigns, as tenant of the property, and agree to pay the reasonable rental value thereof, and in default of the payment of such rent, the undersigned may be dispossessed by the usual proceedings for the dispossession of tenants. And we do hereby covenant and agree that in the event the said grantee herein, his heirs or assigns, shall become the purchaser of said property at any sale thereof, he may credit the amount of his bid upon the indebtedness hereby secured, and may hold the said property in his own name, or may convey the same to any other person, as he may elect, and the recitals in the deed executed to the purchaser shall be sufficient evidence of the truth of the matters therein stated, and all prerequisites to the sale shall be presumed to have been performed, and the said grantors do hereby constitute and appoint the said grantee herein, his heirs or assigns, the agent and attorney in fact of the undersigned to make such deed to the purchaser, with full power of substitution in the premises, hereby ratifying and confirming all that our said attorney or his substitute may do by virtue hereof. And we do hereby covenant and agree that in the event of a sale hereunder, the said grantee herein, his heirs or assigns, may retain out of the proceeds of said sale all costs and expenses incident thereto, including a reasonable attorney's fee, and the balance of the proceeds of said sale shall be applied to the payment of the indebtedness hereby secured, whether the same be then due or not, and the surplus, if any, shall be paid to the undersigned, or to any other person entitled thereto. And we do hereby covenant and agree that in the event of a sale hereunder, the said grantee herein, his heirs or assigns, may retain out of the proceeds of said sale all costs and expenses incident thereto, including a reasonable attorney's fee, and the balance of the proceeds of said sale shall be applied to the payment of the indebtedness hereby secured, whether the same be then due or not, and the surplus, if any, shall be paid to the undersigned, or to any other person entitled thereto.