INSTALLMENT DEED—NASHVILLE TITLE COMPANY

FOR AND IN CONSIDERATION OF the sum of —TWELVE THOUSAND NINE HUNDRED FIFTY & NO/100———— 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 do join in an installment deed and execute a note of even date herewith in the principal amount of ONE THOUSAND EIGHT HUNDRED & NO/100 DOLLARS, payable in equal monthly installments in the amount of nineteen and 99/100 dollars beginning January 1,1961, which monthly installments include interest at the rate of 6% per annum and continue for a total of one hundred twenty successive months, consecutively, being due and payable on or before the first day of each successive month. The grantee also assumes and agrees to pay a principal balance of ten thousand fife hundred fifty-five & 93/100 dollars ($10,555.93) on a certain deed of trust of record in Book 2831, page 293, Register's Office for Davidson County, Tennessee, and payable according to the terms and conditions thereof, said indebtedness being evidenced by a note of even date with said deed of trust of record.

It is further agreed that in the event of the failure of the grantee to pay any monthly installment or installments on the above mentioned deed of trust of record in Book 2831, page 293, Register's office for said County, the holder of the note secured by this instrument, may at his option, pay said delinquent installment of installments, and add the amount so paid to the principal balance of the note executed by the grantee of this instrument.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fee, a lien is expressly retained on the land herein conveyed,

S.K.Grayson and wife, Frances E.Grayson,

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

Hattie L. Bess (for her sole and separate use.),

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Being Lot No. 94 on the Map of Washburn Heights as of record in Book 1835, Page 1, Register's Office for Davidson County, Tennessee, described as follows:
Beginning at a point in the southerly margin of Ennis Road at the corner of Lots Nos. 93 and 94; thence with the line between said lots southerly 182.4 feet to the corner of Lot No. 95; thence with the line between Lots Nos. 94 and 95 northwesterly 187.6 feet to the easterly margin of Washburn Road; thence with the margin of the same northeasterly 5 feet to a concrete monument and continuing with the margin of the same northeasterly 79 feet to another concrete monument at the beginning of a curve; thence around said curve easterly 36.1 feet to a concrete monument in the south margin of Ennis Road; thence with the margin of the same around a slight curve passing another concrete monument at 3.7 feet, a total distance of 82 feet to the point of beginning.

Being the same property conveyed to S.K.Grayson and wife, Frances E.Grayson, by deed from Ralph E. Martin and his wife, Helen T. Martin, of record in Book 3030, page 113, Register's Office For Davidson County, Tennessee.

This conveyance is made subject to restrictive Covenants and easements of record in Book 1785, page 133, Book 1550, page 439, and as shown on plan of record in Book 1835, page 1, Register's Office for Davidson County, Tennessee.

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 above set out.

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 Ben 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 Henry K. Buckner, Jr., Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purpose 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 insurable value the note 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 their 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 hereby, and 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 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; or 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 said payment; this 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 collect the rents and profits arising therefrom; but he is not required to do so. We further agree that in the event the Trustee fails, before selling said property, as herein provided, to execute a deed conveying the same to the purchaser, he 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: