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FORM 1003 **INSTALLMENT DEED — TENNESSEE TITLE COMPANY**

FOR AND IN CONSIDERATION OF the sum of THIRTEEN THOUSAND, FIVE HUNDRED AND 00/100 ($13,500.00)----------and other property----------DOLLARS of which $ 6,500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed and delivered their joint promissory note of even date in the principal amount of Seven Thousand and 00/100 ($7,000.00) Dollars, payable, with interest at 6% per annum, calculated monthly on the unpaid balance, to the order of Mary Lavender Murphey, in three hundred (300) monthly installments of Forty-five and 11/100 ($45.11) Dollars each--the first installment to become due on August 1, 1961, and one of the others on the 1st day of each of the succeeding months, with the right on the part of the makers of said note to pay any number of said monthly installments, or this note may be paid in full, on any paying date, thereby stopping the accrual of interest on such part of the principal as has been paid--

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, Mary Lavender Murphey, a widow,

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

Thomas Adams and wife, Molly Adams, and Walter F. Adams,

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

Land in Davidson County, Tennessee, being the southeast part of Lot No. 21 on the Waverly Land Company's Plan of Lots, called Waverly Place, as of record in Book 57, page 95, Register's Office for said County, described as follows:

BEGINNING at the northwest corner of Grove Avenue and Elliott Avenue, being the southeast corner of said Lot No. 21; thence with the northerly margin of Grove Avenue westerly 50 feet; thence northerly 170 feet to a point; thence easterly 45 feet to a point on the westerly margin of Elliott Avenue; thence with said margin southerly 168 feet to the beginning.

Being property vested in Mary Bohnenstiel Murphey or Mary Lavender Murphey, as devisee under the will of E. Gorden Murphey, Sr., deceased, as of record in Will Book 74, page 233, County Court Clerk's Office, and by deed from E. G. Murphey, Sr., as of record in Book 2742, page 591, 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 unencumbered except by taxes for year 1961.

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 herein provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein, do hereby transfer and convey unto Wm. S. Hofstetter, 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 $ 7,000.00 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 said 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 the things aforesaid, and may pay the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of advancement. Now if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said insurance in force, 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 any thereof promptly at maturity or if, failing to pay taxes, keep in repairs or keep said premises insured as herein provided, we fail in any such duty, then the 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 expenditure, this trust 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 shall only account for the net rents actually received by him. We further agree that in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser 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:

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