FORM 1003

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FOR AND IN CONSIDERATION OF the sum of $11,750.00 -
Eleven Thousand Seven Hundred Fifty and No/100 - - - - - - - - - - - - - - - - - - DOLLARS
of which $ 1,250.00 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 this day, executed and delivered their one joint promissory vendors lien note in the principal sum of $10,500.00, said note payable to Virginia Gertrude Sumner and being payable in the sum of $85.21 per month for 192 months, said payments includes principal and interest at 6% and the first payment to become due and payable on September 1, 1961,

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. We, Virginia Gertrude Sumner, Edward Saunder Sumner and Betty Jane Sumner Lindahl

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Charles C. Binkley and wife, Effie Binkley

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

Land in Davidson County, Tennessee, Being the northerly 95 feet of lot No. 36 on the Plan of the subdivision of Maplewood Home Tract, as of record in book 421, page 174, Register's Office for Davidson County, Tennessee.
Said part of lot No. 36 fronts 95 feet on the easterly side of Baxter Street and runs back between parallel lines 225 feet to a dead line.
Being the same real property conveyed to Virginia Gertrude Sumner, by deed from H. S. Sumner, dated June 26, 1929, filed October 15, 1930 and recorded in book 857, page 668, said Register's Office, the said Virginia Gertrude Sumner having subsequently conveyed a two-thirds undivided interest to Betty Rucker, Trustee for Edward Saunder Sumner and Betty Jane Sumner, now Lindahl, by deed dated June 28, 1929, filed October 15, 1930 and recorded in book 790, page 460, said Register's Office, the said Betty Rucker having since died.

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 1961 taxes which have been prorated and assumed by grantees herein.
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 hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto Fred C. Dance 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 $ 10,500.00 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 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 thereby, the same to bear interest from the date of such payment. 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 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, we 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 such payment, 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 [illegible] notice, and the said Trustee, or his successor in trust, is hereby authorized and [illegible] in any newspaper, daily or weekly, published in Davidson County, [illegible] in said county, to the highest bidder for cash, at public outcry, free from the equity of redemption, [illegible] of every kind, which are hereby expressly waived; and the said Trustee, or his [illegible] a deed to the purchaser. The creditor may bid at any [illegible] in the payment of any one of said notes, enter and take [illegible] by him. We further agree that in the event the Trustee [illegible] the purchaser shall be entitled to immediate possession [illegible] of sale hereunder, the proceeds will be applied by the Trustee as follows: