FORM 1003

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FOR AND IN CONSIDERATION OF the sum of $7,650.00

SEVEN THOUSAND SIX HUNDRED FIFTY AND NO/100----------DOLLARS

of which $ 800.00 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 one joint principal note of even date herewith, payable to the grantor herein, for the principal sum of $6,850.00, with interest at 6% per annum; both principal and interest payable $50.00, beginning one month from date, said payments to be applied first to the payment of interest on the principal sum 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 notes, principal and interest and all sums, liens, costs and expenses for which a lien is retained on the land herein conveyed,

WILEY T. HEMBY, UNMARRIED

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

CLOEST M. WILLIS AND WIFE, NOVELLA WILLIS

hereinafter called the grantees, their heirs and assigns, the following described real estate in the County of Davidson, State of Tennessee, to-wit:

Being Lots Nos. 11 and 12 on the Map of Confederate Hill Plan of Lots, as of record in Book 57, page 32, Register's Office for said County.
Said lots adjoin and front together 100 feet on the easterly side of South Ninth Street and run back between parallel lines, Lot No. 11 running back along the south margin of an alley, 165 feet to an alley in the rear.
Being the same property conveyed to Wiley T. Hemby, by deed from Marion Robert Hemby and wife, et al, of record in Book 2544, page 519, said Register's Office.

TO HAVE AND TO HOLD the said real estate with the appurtenances, hereditaments and tenements thereof 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 full right to convey it, and that the same is unencumbered.

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 providing economically against 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, have bargained, sold, transferred and conveyed and do hereby bargain, sell, transfer and convey unto L. M. Nelson Trustee, his successors and assigns, the real estate hereinbefore described, together 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 in the sum of not less than x insurable/value which insurance shall be fully paid, and to have the loss, if any, made payable on the policy or policies issued therefor 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 said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due and before they become delinquent, and if we fail to do so, the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of the things in this paragraph mentioned at cost of the indebtedness secured therein, the same to bear interest from the date of payment at the rate of 6% per annum, and we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs on said property, and do all other things as aforesaid, then this deed or conveyance shall be of no further force or effect. But if we fail to pay any one of said notes when due, or suffer waste or nuisance on it, failing to pay taxes, keep on repairs or keep said premises insured as herein provided, we fail to perform any of the covenants herein, and the 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 payments, this trust conveyance shall remain in full force and effect, and in 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:

29, Dec 1961