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FORM 1066 INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FOR AND IN CONSIDERATION OF the sum of $3000.00

THREE THOUSAND AND NO/100---------- DOLLARS

of which $ 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 herein have executed their one, joint, promissory note of even date herewith, for the sum of TWO THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS ($2,750.00), payable to the GRANTORS herein, due on or before one year from date, with interest at 6% per annum,



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, JOHN FLYNN AND WIFE, MARY EVELYN G. FLYNN

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

WALTER RICHARD MURRAY AND WIFE, MARGARET L. MURRAY

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Being a part of Lot No. 3 on the Map showing the Division of the Lands in the Cause of Schild vs. Flynn in Part No. 1 of the Chancery Court at Nashville as shown by the Plan of record in Plan Book 3, page 15, of said Chancery Court and being known as Lot No. 3 on the unrecorded Map of the Lands of John and Joseph Flynn, and described as follows: BEGINNING at a point in the south margin of U. S. Highway No. 70 at the corner of Lots No. 2 and 3 of said unrecorded Subdivision; thence with the line between said Lots, southerly 350 feet to a point; thence easterly 154.6 feet to a corner of Lots No. 3 and 4 on said Plan; thence with the line between said lots, northerly 350 feet to a point in the south margin of U. S. Highway No. 70; thence with the margin of the same, westerly 154.6 feet to the beginning.
Being part of the property conveyed to JOHN FLYNN by deed from Joseph R. West, Clerk & Master, of record in Book 668, page 308, Register's Office for said County.

The above described property is being conveyed subject to restrictions set out below:
1. Residences constructed on this lot shall be located at least 100 feet from highway.
2. Construction to be limited to residences only.
3. Residences must contain at least 1400 square feet exclusive of garage or porches.
4. Residences must be of brick or stone, or a combination, or of combination of brick and redwood or stone and redwood.

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 unincumbered.

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 Note notes, and rendering unnecessary court proceedings for the enforcement of said Note for the event of the non-payment of said note, 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 L. M. Nelson Trustee, his successor and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purpose 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 Kinsurable /value 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 each 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 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 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 publication 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 should fail, before selling said property, to execute, promptly, a deed to the purchaser thereof, the purchaser shall be entitled to immediate 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 is threatened with or made a party to any proceedings involving said property or the title thereto, the said Trustee shall be entitled to employ counsel at our expense, and all costs and expenses incurred by said Trustee, including reasonable attorney's fees, shall be secured hereby and may be recovered by said Trustee, or by the holder of said notes, as a part of the debt secured hereby.

Witness our hand(s) this 29th day of March, 1961.

STATE OF TENNESSEE, DAVIDSON COUNTY

Before me, a Notary Public of said County and State, personally appeared John Flynn and wife, Mary Evelyn G. Flynn with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and seal at office in Nashville, Tennessee, this 29th day of March, 1961.

My commission expires 3-13-64

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