BK 3430

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(This form furnished courtesy of MADISON TITLE CO., MADISON, TENN.)

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SIX THOUSAND NINE HUNDRED FIFTY AND NO/100---- ----------($6,950.00) DOLLARS of which $ 525.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees hereby agree to assume the unpaid balance of a deed of trust executed by D. S. DeWeese and wife, Cora Chick DeWeese, to James H. Hill, Trustee, of record in Book 3414, page 375, Register's Office for Davidson County, Tennessee, to secure the payment of one note in the original principal amount of $6,500.00, payable in monthly installments of $60.00 each, including principal and interest at the rate of 6% per annum, beginning July 15, 1962, and the grantees also have executed their one joint promissory note of even date herewith in the principal amount of $395.00 plus interest at the rate of 6% per annum; being due and payable on or before 12 months after date,

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,

D. S. DE WEESE AND WIFE, CORA CHICK DE WEESE,

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

BILLY T. HANNA AND WIFE, DOROTHY JEAN HANNA

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

Land in the 11th Civil District of Davidson County, Tennessee, being Lot No. 37 on the 2nd Revised Plan of Myatt-Eagan Subdivision of Lots Nos. 2 and 3 of the Anderson Estates, of record in Book 1424, page 150, Register's Office for said County.

Said Lot No. 37 fronts 145 feet on the westerly side of Archwood Drive and extends back between parallel lines 209 feet to a dead line in the rear.

Being part of the same property conveyed to D. L. DeWeese and wife, Cora Chick DeWeese, by deed from C. O. Eagan and wife, Edith Eagan, and Howard L. Ward and wife, Juanita Ward, of record in Book 3402, page 335, Register's Office for Davidson County, Tennessee.

It is hereby agreed and understood that D. S. DeWeese and D. L. DeWeese are one and the same person.

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 good right to convey it, and that the same is unencumbered, except as stated above and taxes for 1962, which have been prorated and assumed by the grantees. 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 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 Harlan Dodson, Jr. 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 grantors do hereby agree to keep all buildings now standing or to be hereafter erected on said property, insurable value insured in some reliable fire insurance company or companies for at least the sum of $ 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 sums so expended as part of the principal sums secured thereby, 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 deed 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 insurance insured as herein provided; we shall be requested by 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 grant 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 proceeds arising from said sale shall be applied first to the expenses of said trust hereby created, including a reasonable attorney's fee to be fixed by the Trustee, and then to the payment of any sum of said notes, whether the same be due or not, and the balance, if any, to be paid over to us, or our heirs, representatives or assigns. 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 upon 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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