INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FORM 1008

FOR AND IN CONSIDERATION OF the sum of Ten Thousand Three Hundred Thirty-eight and 29/100 - - - - - - - ($10,338.29) - 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 assume and agree to pay $5,338.29 representing the unpaid principal balance of an original indebtedness of $7,600.00 executed by Delmas J. Pratt and wife, to R. Bruce Robertson, Jr., Trustee, of record in Book 2115, page 305, Register's Office for Davidson County, Tennessee; and for the remainder the said GRANTEES have executed their joint promissory NOTE, of even date herewith, payable to the order of the GRANTORS; said NOTE in the amount of $3,750.00 is payable in monthly installments of $28.69 each beginning on the 15th. day of February, 1963, and on the 15th. day of each succeeding month thereafter until paid in full. All installments include interest as specified in said NOTE.

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: GARLAND W. PACK and wife, MARGARET J. PACK

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

FRED P. BROCKETT and wife, MARY F. BROCKETT

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

BEING the westerly ½ of Lot No. 11 on the Map of Airport Acres, not of record and described according to a copy of a plan made by Pete Mayer, Surveyor, February 16, 1946, as follows:

BEGINNING at a point in the southerly margin of Currey Road, at the common corner of Lots 10 and 11; thence southerly with the line between said lots 1115.5 feet to an iron pin at the northwest corner of Lot No. 27; thence with the line between Lots 27 and 11, easterly 75 feet to a point; thence northerly, along a line parallel to the line between lots 10 and 11, 1115.5 feet to a point in the southerly margin of Currey Road; thence with the margin of said road, westerly 75 feet to the beginning.

BEING the same property conveyed to Garland W. Pack and wife, Margaret J. Pack, by deed from Delmas J. Pratt and wife, as of record in Book 3180, page 272, Register's Office for Davidson County, Tennessee.



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, except as recited.

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 grantors hereby do hereby transfer and convey unto C. H. Briley, Jr., Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purpose aforesaid, only. We, the said grantors do hereby agree to keep all buildings now on, or to be hereafter erected on said property, the purposes aforesaid, only. We, the said grantors 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 corporation for at least the sum of $ as agreed 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, 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 be payable on demand, and bear interest from the date of such payment. Now, if we, the said grantors, shall pay the notes aforesaid when due, according to their tenor and effect, and shall keep said property 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 any part thereof, promptly at maturity or if, failing to pay taxes, keep up insurance or keep said premises in repair as herein provided; or fail to reimburse the Trustee or lawful owner and holder of said notes for all sums expended or incurred by him or them, and all the costs of the lawful owner and holder of said notes, within thirty days from date of such payment, this trust shall become operative at the option of the lawful owner and holder of said notes, or any of said notes then past due, as herein provided, 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 undersigned covenant and agree that they will not attempt to prevent or delay a sale by the Trustee. The creditor may bid at any sale. The Trustee, or his successor in trust, is authorized to execute and deliver a deed to the purchaser. The recitals may bid at any sale. The Trustee, or his successor in trust, is authorized to execute and deliver a deed to the purchaser. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person may purchase at any sale hereunder. After deducting all costs, fees and expenses of the Trustee in the payment of any one of said notes, either with or without the agreement, and after applying the proceeds of sale to the payment of any sum expended by the Trustee or lawful owner and holder of said notes under the terms hereof, and any balance remaining shall be paid over to the undersigned, or any other person entitled thereto, on demand. We further agree that in the event the Trustee refuses to execute this trust, or in the event he should die before the same is executed, then and in either event, the owner and holder of said notes shall be entitled to appoint a successor trustee, and the title herein conveyed to the Trustee shall be vested in such successor trustee. In case of the sale of said property, by the Trustee, or a deed for said property, by virtue of this conveyance, the proceeds will be applied by the Trustee as follows: