BK 3569

2708 Morena
Nashville

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FORM 1003

FOR AND IN CONSIDERATION OF the sum of EIGHT THOUSAND AND 00/100 ($8,000.00)-------
----------DOLLARS
of which $ 1,300.00 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 their joint promissory note, of even date herewith, in the principal sum of $6,700.00, payable to the order of C.B.S. Realty Company in monthly installments of $129.58 each, including both principal and interest at the rate of 6% per annum, until all installments have become due, the first of said installments coming due on the 1 day of November, 1963,

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,

C.B.S. Realty Company, a partnership composed of Ben Cavalier, Joe H. Barr, and Sam Seligman,
hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Frank Reedus, Jr. and wife, Mattie B. Reedus,

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

Land in Davidson County, Tennessee, being Lot No. 9 of Block 33 on the Map of Long and Ashworth's Subdivision of Block 24 and parts of Block 33, 40 and 41, Midway, as of record in Book 57, page 116, and an unnumbered lot on the Plan of Normalview Land Company's Subdivision of parts of Lots 33 and 34 and other lots in Midway, as of record in Book 421, page 97, Register's Office for said County, as follows:
BEGINNING on the westerly margin of 32nd Avenue North, formerly India Avenue, at the northeast corner of Lot No. 8 on the Plan of Long and Ashworth's Subdivision of the east half of said Lot No. 33, as of record in Book 57, page 116, said Register's Office; thence with the line between Lots Nos. 8 and 9 westwardly 150 feet to the easterly margin of an alley; thence with said alley nortwardly 91 feet more or less to the southerly margin of Clover Street; thence with said Street, eastwardly 150 feet to the westerly margin of 32nd Avenue North; thence with the easterly margin of 32nd Avenue North, southwardly 91 feet to the beginning.
Being the same property conveyed to C.B.S. Realty Company, by deed from J. M. Crumpler and wife, as of record in Book 3341, page 493, said Register's Office. This property is unimproved.

This conveyance is made subject to restrictive covenants contained in the instrument of record in Book 523, page 144, 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 unencumbered, except by 1963 taxes which are prorated and assumed by grantees.
We, the said grantors, do 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 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 W. S. Hofstetter, Trustee, his successor 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 insurable value on improvements 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 tenor, 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, without notice, and the said Trustee, or his successor in trust, agreement 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 sale, 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 agreement. 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:

PG 237