BK 3612

FORM 1068

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FOR AND IN CONSIDERATION OF the sum of FORTY-ONE THOUSAND TWO HUNDRED AND NO/100 ($41,200.00) ---------- DOLLARS of which $ 1,000.00 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 note of even date herewith in the principal sum of $40,200.00, payable to the order of John P. Baltz. Said note is payable on, and not before, January 8, 1964, at no interest; it being specifically understood and agreed that said note or any part of said note shall not be paid prior to said payment date of January 8, 1964;

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.

John P. Baltz and wife, Annetta Baltz,

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

Check Printers, Inc., a Tennessee corporation,

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

Being a part of the southerly part of Lot No. 7 on the Plan of the Lands of Wm. G. M. Campbell, as of record in Book 843, page 30, Register's Office for said County, and described according to a copy of a survey thereof made July 19, 1963, by Turner Engineering Company, Inc., as follows:
BEGINNING at a point in the north margin of Elm Hill Pike, 444.28 feet east from the center line of Spence Lane, being the southeast corner of a 4 acre tract conveyed to Francis & Lusky Co., Inc., by deed of record in Book 3572, page 393, Register's Office for said County; thence along their east line, North 2° 26' East 417.93 feet to an iron pin in the south line of the property of Davidson County Board of Education; thence along the south line of said property, North 85° 19' East 434.2 feet to an iron pin; thence South 2° 56' West 419.36 feet to an iron pin in the north margin of Elm Hill Pike; thence with the margin of the same, South 85° 32' West 390.12 feet to the point of beginning, containing 4.1201 acres, more or less.
Being part of the property conveyed to John P. Baltz, by deed from Anna Mary Bransford and husband, as of record in Book 892, page 122, said Register's Office.

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 [illegible] 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 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 O. B. Hofstetter, 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 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 $ 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 such 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; or 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 then past due and unpaid, all indebtedness secured hereby 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 hereby authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this arrangement. 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, refuses or declines to act, the Register of Davidson County, Tennessee, is hereby appointed Trustee, with the same powers and duties as herein provided, and the purchaser shall be entitled to immediate possession upon 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:

[illegible] Jan 1964
John P. Baltz

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