[redacted]

STATE OF TENNESSEE }
Davidson County }

Before me, ____________, a Notary Public within and for the State and County aforesaid, personally appeared ____________ and ____________ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the ____________ and ____________ respectively of the ____________ the within named bargainor, a corporation, and that (he / they) as such ____________ and ____________, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said ____________ as such ____________, and attesting the same by the said ____________ as such ____________

Witness my hand and official seal at office at ____________ on this the ____________ day of ____________, 19____

My commission expires ____________

____
Notary Public

INSTALLMENT DEED

FROM

Herschel Hudson and wife
Frances Hudson

TO

Arthur Beckman Ricks and wife,
Myrtle E. Ricks

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

40073

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUL 6
NOTED BOOK 109 PAGE 429
RECORDING FEE 2.75
DEP. REC. m

JOHN YORLEY CO., NASHVILLE

STATE TAX $ 1.50
PROBATE .50
TOTAL $ 2.00
JUL 6 1964

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN
PAID JUL 6 1964

BOOK 3786 PAGE 53

INSTALLMENT DEED

For and in Consideration of the sum of $1000.00

One Thousand and no/100 - - - - - - - - - - Dollars,

of which Two Hundred and no/100 - - - - - - - - - Dollars,

has been paid in cash by Arthur Beckman Ricks and wife, Myrtle E. Ricks

the receipt of which is hereby acknowledged, and for the remainder of ($800.00)

Eight Hundred and no/100 - - - - - - - - - - - - Dollars,

the said Authur Beckman Ricks and wife, Myrtle E. Ricks have executed one title retained vendor's lien note on the land herein conveyed of even date herewith, made on or before due date in the principle sum of $800.00 and payable $25.00 per month, including both principle and interest at six per cent per annum and made payable to the grantors herein. The first monthly payment will become due on or before one month from date hereof and one each month thereafter respectively until the entire amount, both principle and interest are paid in full. There being thirty-five monthly payments, the first thirty-four of which are in the sum of twenty-five dollers each and the last and 35th payment in the sum of $23.90.

all of said ~~notes bearing~~ payments including six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we Herschel Hudson and wife, Frances Hudson

have this day bargained and sold, and do hereby transfer and convey unto the said Arthur Beckman Ricks and wife, Myrtle E. Ricks their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land located in the 14th Civil District of Davidson County, Tennessee, and more particularly described, according to an unrecorded survey by Richard Omohundro, surveyor, dated April 28, 1956.

Beginning at a point in the center of Morgan Road, (said point being the northwest corner of a 17 acre tract of land conveyed to A. D. Kerr, Trustee, by deed from Henry Marshall and wife, Effie Marshall, as of record in Book 2453, page 225, said Register's Office) and running thence with the center of Morgan Road, south 87 deg. 30 min. east 66.24 feet to a point; thence south 2 deg. 30 min. west 278 feet to an iron pin; thence north 87 deg. 30 min. W. 66.24 feet to an iron pin; thence north 2 deg. 30 min. east 278 feet to the point of beginning, and being the same property conveyed to Herschel Hudson and wife, Frances Hudson by deed from A.D.Kerr Trustee as of record in Book 2548, page 254, R.O.D.C. Tennessee at Nashville.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Arthur Beckman Ricks and wife, Myrtle E. Ricks 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 1964 taxes which are prorated to date and assumed by the Grantees herein.

We further covenant and bind ourselves our heirs and representatives, to warrant and forever defend the title to said real estate to said Arthur Beckman Ricks and wife, Myrtle E. Ricks 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 Arthur Beckman Ricks and wife, Myrtle E. Ricks

do hereby transfer and convey unto Bryan Omohundro, 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 Arthur Beckman Ricks and wife Myrtle E. Ricks

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 $ none--vacant land 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 interst 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 therein, the same to bear interest from the date of such payment.

Now, if we, the said Arthur Beckman Ricks and wife, Myrtle E. Ricks 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; if 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 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 creditor may bid at any sale under this trust 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 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:

1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to Arthur Beckman Ricks and wife, Myrtle E. Ricks their representatives or assigns.

In case of the death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or, if more than one, then of the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to Bryan Omohundro, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said Herschel Hudson and wife, Frances Hudson and Arthur Beckman Ricks and wife, Myrtle E. Ricks hereunto set our hands at Nashville, Tennessee, this the 2nd day of July 19 64



Herschel Hudson

Frances Hudson

Arthur Beckman Ricks

Myrtle E. Ricks

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Richard B. Omohundro, a Notary Public in and for said County and State, the within named Herschel Hudson and wife Frances Hudson

the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 2ND day of July, 1964

Commission Expires March 1, 1966

Richard B. Omohundro Notary Public.

STATE OF TENNESSEE
Davidson **County.**

Personally appeared before me, Richard B. Omohundro, a Notary Public in and for said County and State, the within named Arthur Beckman Ricks and wife, Myrtle E. Ricks

the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville this 2ND day of July, 1964

Commission Expires March 1, 1966

Richard B. Omohundro Notary Public.