INSTALLMENT DEED

For and in Consideration of the sum of

forty seven hundred fifty ($4,750.00) Dollars,

of which two hundred fifty ($250.00) Dollars,

has been paid in cash by Charles B. Fancher and wife, Evelyn P. Fancher to N. H. Barker and H. H. Chitwood
the receipt of which is hereby acknowledged, and for the remainder

forty five hundred ($4,500.00) Dollars,

the said Charles B. Fancher and wife, Evelyn P. Fancher have

this day executed their joint note payable to N. H. Barker and H. H. Chitwood, which note is payable in monthly installments of $87.00; the first of which payments shall be due and payable on the 6th day of July, 1964, and a similar payment of $87.00 on the same day of each successive month thereafter until the balance is paid in full. Said installment payments shall include both principal and interest at the rate of 6 percent per annum.

all of said notes bearing 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,

the said N. H. Barker and H. H. Chitwood

have this day bargained and sold, and do hereby transfer and convey unto the said

Charles B. Fancher and wife, Evelyn P. Fancher, their heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No 14 on the Plan of Enchanted Hills, Section I as of record in Book 3300, page 96 in the Register's Office for Davidson County, Tennessee.

Said Lot No. 14 fronts 204.83 feet on the southerly margin of Drakes Branch Road and runs back between lines, the easterly line being 224.9 feet and the westerly line being 221.4 feet to a line in the rear measuring 204.9 feet thereon.

Being part of the same property conveyed to N. H. Barker and H. H. Chitwood by deed from Jack Setters and Mrs. Dora Cato of record in Book 3458, page 317, Register's Office for Davidson County, Tennessee.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Charles B. Fancher and wife, Evelyn P. Fancher, 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Charles B. Fancher and wife, Evelyn P. Fancher, 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 Charles B. Fancher and wife, Evelyn P. Fancher

do hereby transfer and convey unto John B. Henry, 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 Charles B. Fancher and wife, Evelyn P. Fancher 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 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 Charles B. Fancher and wife, Evelyn P. Fancher 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; 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.

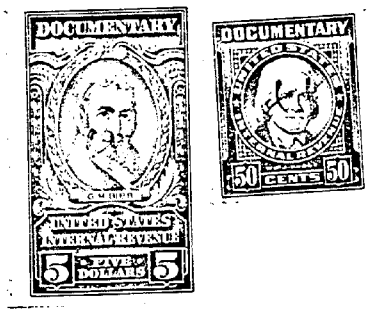
3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to Charles B. Fancher and wife, Evelyn P. Fancher, 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 John B. Henry, 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 N. H. Barker and H. H. Chitwood and Charles B. Fancher and wife, Evelyn P. Fancher hereunto set our hands at Nashville, Tennessee, this the 6 day of June 19 64



N. H. Barker
H. H. Chitwood
Charles B. Fancher
Evelyn P. Fancher

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Carole D. Smith, a Notary Public in and for said County and State, the within named N. H. Barker and H. H. Chitwood and Charles B. Fancher and wife, Evelyn P. Fancher

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

Witness my hand and official seal at Nashville Tennessee, this 6 day of June, 1964

Carole D. Smith, Notary Public.

Commission Expires Dec 13, 1967

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

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

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

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

N. H. BARKER AND H. H. CHITWOOD

TO

CHARLES B. FANCHER AND WIFE

EVELYN P. FANCHER

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

42487

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUL 20 1 47 PM '64

NOTED: BOOK 109 PAGE 538
RECORDING FEE $ 2.50
DEP. REG. M

STATE TAX $ 2.13
PROBATE 50
TOTAL $ 2.63

JUL 20 1964

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID JUL 9 0 1964