INSTALLMENT DEED

For and in Consideration of the sum of ONE THOUSAND FIVE HUNDRED AND NO/100 ($1,500.00) - Dollars, of which ONE HUNDRED AND NO/100 ($100.00) - - - - - - - - - - - - - - - Dollars, has been paid in cash by Engles J. Pope and wife, Nancy M. Pope the receipt of which is hereby acknowledged, and for the remainder ONE THOUSAND FOUR HUNDRED AND NO/100 ($1,400.00) - Dollars, the said Engles J. Pope and wife, Nancy M. Pope have

executed an installment deed note of even date in the principal amount of One Thousand Four Hundred and no/100 ($1,400.00) Dollars payable to the order of Maude Luther Hale. Said note being payable in sixty (60) equal monthly installments of Twenty-Seven and 07/100 ($27.07) Dollars each with the first installment being due and payable one month from even date. Said installments include interest at the rate of six per cent (6%) 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, Maude Luther Hale, a widow,

have this day bargained and sold, and do hereby transfer and convey unto the said Engles J. Pope and wife, Nancy M. Pope their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Land located in the Second Civil District of Davidson County, Tennessee and described according to an unrecorded survey made by L. D. Justice Surveyor, on May 29, 1948, as follows:

Beginning at an iron pin in the Loyal Sanders, formerly Herman Luther line, running west 113.3 feet to an iron pin; thence south 241.3 feet to an iron pin; thence east 108.7 feet to an iron pin in the Sanders, formerly Luther line; thence north along with said Sanders Line to the point of beginning consisting of 1.00 acres.

Being the same property conveyed to Maude Luther Hale, by deed from Muriel Cathey, of record in Book 2482, page 75, Register's Office for Davidson County, Tennessee.

The above described property is conveyed subject to an easement for a right-of-way for the purposes of ingress and egress over a tract of land consisting of 4.74 acres, out of which the above described property was taken by Muriel Cathey, extending from the Rural Hill Road in an easterly direction and adjoining the H. A. Creech and Loyal Sanders property on the north and running to a point opposite the above described tract where it turns abruptly to the south and into said one acre tract and being a width of approximately 16 feet.

A tract of land in the Second Civil District of Davidson County, Tennessee described as follows:

Beginning at a point where the southern and eastern boundary lines of said property meets, according to a survey made by L. D. Justice, Surveyor, May 29, 1948; thence south 15 deg. 05', 37 feet to a point at a corner of a 1 acre tract conveyed to J. T. Kincaid and wife, by deed of record in Book 1225, page 422, Register's Office for Davidson County, Tennessee; thence with Kincaid's line south 72 deg. 30' west, 113.3 feet thence south 86 feet to a point in said southern boundary; thence along said southern boundary in a semi-circular eastward 108 feet to the point of beginning.

Being the same property conveyed to Maude Luther Hale, by deed from Muriel Cathey, of record in Book 2491, page 361, said Register's Office.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Engles J. Pope and wife, Nancy M. Pope, their heirs and assigns forever I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Engles J. Pope and wife, Nancy M. Pope, 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 Engles J. Pope and wife, Nancy M. Pope

---

do hereby transfer and convey unto Phillip Saindon, 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 Engles J. Pope and wife, Nancy M. Pope

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 Engles J. Pope and wife, Nancy M. Pope 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 Engles J. Pope and wife, Nancy M. Pope, 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 Phillip Saindon, 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 Maude Luther Hale and Engles J. Pope and wife, Nancy M. Pope hereunto set our hands at Nashville, Tennessee, this the 18 day of July 1964

Maude L. Hale

Nancy M. Pope

Engles J. Pope

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Otis W. Charlton, a Notary Public in and for said County and State, the within named Maude Luther Hale and Engles J. Pope and wife, Nancy M. Pope

the bargainor, 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 18 day of July, 1964

Otis W. Charlton, Notary Public.

Commission Expires Nov. 21, 1964

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

MAUDE LUTHER HALE, a widow

TO

ENGLES J. POPE, ET UX

Attorneys Title Company

Tides Guaranteed

NASHVILLE, TENN.

DOCUMENTARY Series 1 1.65

DEP. REG. [illegible]

RECORDED AND FEE 2.50

NOTED PAGE 149 FOLIO 532

JUL 22 10 13 AM '64

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

4 2 7 9 7

JOHN TOLLEY CO., NASHVILLE

PEDIGO & SAINDON

BOOK 3792 PAGE 901

STATE TAX $ 2.25
PROBATE .50
TOTAL $ 2.75

JUL 22 1964

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

PAID JUL 22 1964
DC