DODSON BATSON, ATTORNEY

INSTALLMENT DEED

For and in Consideration of the sum of ----------($8,263.94)----------

Eight Thousand Two Hundred Sixty Three and 94/100----------Dollars,

of which Seven Hundred($700.00)----------Dollars,

has been paid in cash by Aaron Toran

the receipt of which is hereby acknowledged, and for a part of the remainder the said Aaron Toran

has assumed and agreed topay the balance of a Vendor's Lien set ~~xxxxxx~~Dollars,

~~xxxxxx~~ out in the dead from J.V.Beall to N.T.Clinton and wife, ~~xxxxxxx~~ Ruby Clinton, of record in Book 3403,page 544, Register's Office for Davidson County, Tennessee, to secure payment of one noteto J.V.Beall in the original principal amount of $7,443.37, now approximately $6,863.94 and for the remaining Seven Hundred($700.00) Dollars the said Aaron Toran has executed his note for that amount, of even date herewtih, payable to the order of N.T.Clinton and wife, Ruby Clinton, in monthly installments of Twelve($12,00) Dollars each, including interest at the rate of 6% per annum. Out of each installment the interest will first be deducted and the balance applied on the principal

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, we, N.T.Clinton and wife, Ruby Clinton

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

Aaron Toran, his heirs and assigns,

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

Being Lot No. 106 on the Map of Hortense Place, as of record in Book 161,page 167, Register Office for said County, as follows:

Said Lot No. 106 fronts 57 feet on the easterly side of Woodfin Street or 36th Avenue North and runs back between parallel lines with the northerly margin of Nevada Avenue, formerly 3rd Avenue, 150 feet to an alley.

Being the same property conveyed to N.T.Clinton and wife, Ruby Clinton by deed from J.V.Beall, of record in Book 3403,page 544, said Register's Office.

1964 taxes to be prorated and assumed by Purchaser.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Aaron Toran, his 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 Aaron Toran his 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, I, the said Aaron Toran

do hereby transfer and convey unto Ed Hodge, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Aaron Toran

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.

I 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 I 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 I, the said Aaron Toran 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 I 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; I 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. I 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. I 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 Aaron Toran 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 Ed Hodge, 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.T.Clinton and wife, Ruby Clinton and Aaron Toran hereunto set our hands at Nashville, Tennessee, this the 23rd day of July 1964

N T Clinton
N.T.Clinton

Ruby Clinton
Ruby Clinton

Aaron Toran
Aaron Toran

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Ellouise Bailey, a Notary Public in and for said County and State, the within named N.T.Clinton and wife, Ruby Clinton and Aaron Toran

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 23rd day of July, 1964

Ellouise Bailey, Notary Public.

Commission Expires 1/25/66

NOTARY PUBLIC DAVIDSON COUNTY TENNESSEE

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

ED HODGE REALTY CO.
X263.94

INSTALLMENT DEED

FROM
N.T.CLINTON, ET UX

TO
AARON TORAN

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

DEP. REC. _____
RECORDING FEE $ 2.50
NOTED: BOOK 109 PAGE 451
JUL 23 1 26 PM '64

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

4299

TOLLEY CO., NASHVILLE

STATE TAX $ 12.40
PROBATE 50
TOTAL $ 12.90

JUL 23 1964

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

PAID JUL 23 1964

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