INSTALLMENT DEED J. R. WEST FORM THE GUARANTY TITLE COMPANY

For and in Consideration of the sum of Two Thousand (.....($ 2,000.00)..... Dollars, of which Fifty ($ 50.00)..... Dollars, has been paid in cash by John C. Beene, Jr., and wife Katherine P. Beene the receipt of which is hereby acknowledged, and for the remainder Nineteen Hundred and Fifty ($ 1,950.00)..... Dollars, the said John C. Beene, Jr., and wife Katherine P. Beene have executed their one joint promissory note, bearing even date herewith, for $ 1,950.00, payable in thirty-nine monthly installments of $ 50.00 each, the first installment falling due September 1, 1964, and monthly thereafter, the said note is payable to Alveria R. Beene

all of said notes bearing six per cent interest from ~~date~~ maturity 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,

I, Alveria R. Beene, a widow

have this day bargained and sold, and do hereby transfer and convey unto the said John C. Beene, Jr., and wife Katherine P. Beene, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being a one-half undivided interest in and to the following described property:

Being the easterly 30 feet of lot No. 72 and the westerly 30 feet of lot No. 71 on the map of subdivision of lots Nos. 8 & 10, etc., of Block "A", 13 and 14, Block "B" and all the Block "C" in the subdivision of the Weakley Home Place, as of record in book 547, page 12, Register's Office for said County.
Said part of lots Nos. 71 and 72 fronts 60 feet on the northerly side of Benjamin Street and runs back between parallel lines, 250 feet to a dead line.
Being the same property conveyed to Alveria R. Beene et als by deed from W.T. Scott et ux, dated August 22, 1952, and recorded in book 2092, and page 536, R.O.D.C. Tennessee.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said John C. Beene, Jr., and wife Katherine P. Beene, their one-half interest of 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 John C. Beene, Jr., and wife Katherine P. Beene, 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 John C. Beene, Jr., and wife Katherine P. Beene,

do hereby transfer and convey unto Lucille Lehman, 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 John C. Beene, Jr., and wife Katherine P. Beene

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 $2,000.00 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 therein, the same to bear interest from the date of such payment.

Now, if we, the said John C. Beene, Jr., and wife Katherine P. Beene 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 John C. and Katherine P. Beene, 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 Lucille Lehman, Trustee, shall be vested in said successor.

IN WITNESS WHEREOF, we, the said Alveria R. Beene, a widow and John C. Beene, Jr., and wife Katherine P. Beene hereunto set our hands at Nashville, Tennessee, this the 24th day of July 19 64

John C Beene jr.
Alveria R. Beene
Katherine P Beene

STATE OF TENNESSEE
Davidson County.

Personally appeared before me, P. B. OVERFIELD JR, a Notary Public in and for said County and State, the within named Alveria R. Beene, a widow, John C. Beene, Jr., and wife Katherine P. Beene

the bargainor(s), 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 13 day of ~~July~~ AUGUST, 19 64

Commission Expires Feb 6, 1965 P B Overfield Jr, Notary Public.

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 _____

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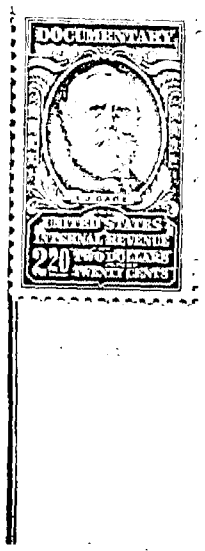
STATE TAX $ 3.00
PROBATE .50
TOTAL $ 3.50

AUG 14 1964

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

PAID AUG 14 1964

2.20



46215

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

AUG 14 8 55 AM 64

RECORDING FEE 2.50

DEP. REG.

INSTALLMENT DEED

FROM

ALVERIA R. BEENE

TO

JOHN C. BEENE, JR., ET UX

The Guaranty Title Co.

Titles Guaranteed

Abstracts of Titles

225 Third Ave., North
NASHVILLE, TENN.