INSTALLMENT DEED

For and in Consideration of the sum of Fourteen thousand and one hundred ($14,100.00) and no one hundredths Dollars, of which two hundred ($200.00) and no cents Dollars, has been paid in cash by Mrs. Joanne B. Kidwell, a widow the receipt of which is hereby acknowledged, and for the remainder of thirteen thousand and nine hundred ($13,900.00) and no cents Dollars, the said Mrs. Joanne B. Kidwell has executed her four hundred ($400.00) dollar note payable to Steele Realty Company, who will hold a second mortgage for one year, said note to be paid in monthly enstallments of thirty four dollars and forty three cents($34.43) Said payments to begin on the fourth day of August, 1964 and to continue monthly until paid in full.

For the further consideration the purchaser, Mrs. Joanne B. Kidwell, assumes and agrees to pay a first mortgage note now due to Mr. R. Bruce Robertson, trustee, for The Prudential Insurance Company of America or The Prudential Insurance Company of America, in the amount of thirteen thousand and five hundred($13,500) dollars and no cents. The aforesaid sum is to be paid in monthly enstallments of ninty-eight ($98.87) dollars and eighty seven cents beginning the first day of August, 1964 and continuing monthly until fully paid. The aforesaid monthly payments include the monthly premium for insurance and taxes as they now are. Said note being secured by a deed of trust in book 3480, page 99, R.O.D.C

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, Kenneth E. Williams and wife, Tommie L. Williams

have this day bargained and sold, and do hereby transfer and convey unto the said Mrs. Joanne B. Kidwell, a widow heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being lot No. 203 on the plan of Kenilworth Estates, Section 4, as of record in book 3300, pages 34, 35 and 36, register's office for said county.

Said lot number 203 fronts 70 feet on the easterly side of Linbar Drive and extends back 145.8 feet on the southerly line and 143.4 feet on the northerly line to a dead line, measuring 69.9 feet thereon.

Being the same property conveyed to Kenneth E. Williams and wife Tommie L. Williams by deed from Joe Zeitlin, trustee, dated September 14th.,1964,filed September 28, 1962 and recorded in book 3435, page 451 in said register's office in Davidson County, Tennessee.

This conveyance is made subject to an easement for public utilities along the southerly and easterly lines of prsmises, 30 foot building set back line from Linbar Drive and conditions of owner's certificate as shown on plan of record in book 3300, page 34,35 and 36, Said register's office, and to restrictions and covenants contained in an instrument of record in book 3316, page 339, said register's office . By amendment to agreement of record in book 3311, page 276, said register's office, authority was granted either Martin Zeitlin, trustee, or Joe Zeitlin, trustee, to execute any conveyances.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Mrs. Joanne B. Kidwell, a widow 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 as shown above we further covenant and bind ourselves heirs and representatives, to warrant and forever defend the title to said real estate to said Mrs. Joanne B. Kidwell Her 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 her in hand paid, _____, the said Mrs. Joanne B. Kidwell, a widow

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

_____, the said trustor, Joanne B. Kidwell

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 $ 13,500.00 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 interst may appear.

She 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 she should 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 she, the said Mrs. Joanne B. Kidwell 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 she 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; she 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 Mrs. Joanne B. Kidwell, a widow, or her 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 Walter L. Williams, attorney, 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 Kenneth E Williams & wife Lorraine L and Joanne B Kidwell hereunto set our hands at Nashville, Tennessee, this the 31 day of July, 1964

Kenneth E Williams

Lorraine L Williams

Joanne B. Kidwell

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Edith M Stull, a Notary Public in and for said County and State, the within named Joanne B Kidwell, Kenneth E Williams & Lorraine L (wife)

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 31 day of July, 1964

Commission Expires July 26, 1967

Edith M Stull, 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 _____

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

Kenneth E. Williams

et ux

TO

Joe anne B. Kimbrell

. Title Company

es Guaranteed

GHVILLE, TENN.

4 6 4 7 7

FELIX Z. WILSON CLERK & REGISTER
DAVIDSON COUNTY
STATE OF TENN.

AUG 17 12 35

NOTE BOOK 109 PAGE 220

RECORDING FEE 2.00

DEP. REG. 1

STATE TAX $ 21.45

PROBATE

TOTAL $ 21.45

AUG 17 1964 PAID AUG 17 1964

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

Joanne B. Kimbrell
4804 - Lynbrook Dr.
Nashville, Tenn.

TOOLEY CO., NASHVILLE