INSTALLMENT DEED

For and in Consideration of the sum of - - $6000.00- - - - - - - - - -

- - SIX THOUSAND AND NO/100 - - - - - - - - - - Dollars,

of which - - SIX HUNDRED ($600.00) - - - - - - - - - - - - - - Dollars,

has been paid in cash by Webb C. Rizor and E. G. McGee, Jr.

the receipt of which is hereby acknowledged, and for the remainder - - $5400.00 - - -

- - - FIFTY FOUR HUNDRED AND NO/100 - - - - - - - Dollars,

the said Webb C. Rizor and E. G. McGee, Jr. have

executed a promissory note of even date, in the principal sum of $5400.00, payable to the order of Ethel Buist, payable in 139 monthly installments of $54.00 each, the first installment due and payable on the 1st day of September, 1964 and a like amount payable on the first day of each month thereafter until said note is fully paid, said installment payments include principal and interest at the rate of 6%,

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, I, Ethel Buist

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

Webb C. Rizor and E. G. McGee, Jr., their heirs and assigns,

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

Being lot No. 370 on McNairy's Plan of West Nashville Lots, as of record in Plan Book 1, page 15, Chancery Court, and in Minute Book "C", pages 136 and 137, said Court Davidson County, Tennessee.
Said lot No. 370 fronts 50 feet on the south side of Pine Street, and runs back between parallel lines 208 feet to the north line of lot No. 379 and being the same property conveyed to W. E. Buist and wife Ethel Buist by deed from Sam Garfinkle et als, of record in Book 931, page 361, R.O.D.C. Tennessee, the said W. E. Buist, Sr. being deceased.
W. E. Buist, Jr. has a power-of-attorney of record in book 3339, page 101, said Register's Office, to execute deed in behalf of Ethel Buist.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Webb C. Rizor and E. G. McGee, Jr. 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 Webb C. Rizor and E. G. McGee, Jr. 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 in hand paid, we, the said Webb C. Rizor and E. G. McGee, Jr.

do hereby transfer and convey unto Herschel Greer, 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 Webb C. Rizor and E. G. McGee, Jr.

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 Webb C. Rizor and E. G. McGee, Jr. 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 Webb C. Rizor and E. G. McGee, Jr. 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 Herschel Greer, 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 Ethel Buist and Webb C. Rizor and E. G. McGee, Jr. hereunto set our hands at Nashville, Tennessee, this the 21 day of August 19 64

Ethel Buist by W. E. Buist, Jr., Attorney-in-Fact

Ethel Buist, by W. E. Buist, Jr., Attorney-in-Fact

Webb C. Rizor

Webb C. Rizor

E. G. McGee, Jr.

E. G. McGee, Jr.

STATE OF TENNESSEE
Davidson County

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named Ethel Buist, by W. E. Buist, Jr., Attorney-in-Fact, ~~and Webb C. Rizor and E. G. McGee, Jr.~~

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

Witness my hand and official seal at Nashville Tennessee, this 21st day of August, 19 64

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE
DAVIDSON County.

Personally appeared before me, D. K. Lane, a Notary Public in and for said County and State, the within named Webb C. Rizor and E. G. McGee, Jr.

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 21st day of August, 19 64

D. K. Lane, Notary Public.

Commission Expires Apr. 22, 1967

STATE OF TENNESSEE
Davidson County

BOOK 3806 PAGE 374

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

* * * *

State of Tennessee)
)
County of Davidson)

On this 25th day of August, 1964, before me personally appeared W. E. Buist, Jr., to me known to be the person who executed the foregoing instrument in behalf of Ethel Buist, and acknowledged that he executed the same as the free act and deed of said Ethel Buist.

WITNESS my hand and official seal at Nashville, Tennessee.

My Commission expires April 19, 1965.

Frances P. Sperry
Notary Public

INSTALLMENT DEED

FROM
Ethel Buist

TO
Webb C. Rizor and
E. G. McGee, Jr.

Attorneys Title Company
Titles Guaranteed

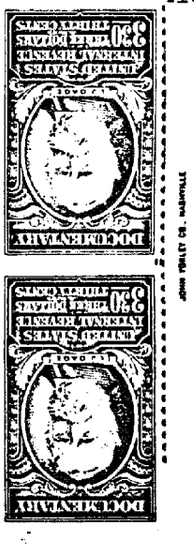
NASHVILLE, TENN.

48181

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

AUG 28 9 48 AM '64

NOTE BOOK 109 PAGE 797
RECORDING FEE $ 2.75
DEP. REG. 2



FOLK-JORDAN COMPANY, INC

PAID AUG 28 1964
DAVIDSON COUNTY, TENN.
R. E. WORRALL
COUNTY COURT CLERK

STATE TAX $ 2.50
PROBATE
TOTAL $ 2.75

AUG 28 1964