Unimproved lot at southeast corner of Ben Allen Road and Dickerson Pike, Nashville, Tennessee. Parcel No. 12D-22705 & 12D-22680
Mr. Leslie L. Allen, Jr., 2501 Dickerson Road, Nashville, Tennessee

Map 60-8
Parcel 59
Map 60-12
Parcel 2
RB

BOOK 3811 PAGE 302

Installment Deed

FOR AND IN CONSIDERATION of the sum of Thirty Thousand Five Hundred and no/100 ----------($30,500.00) ---------- *Dollars,*

of which Ten Thousand Five Hundred and no/100 ----------($10,500.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twenty Thousand and no/100 ---------- ($20,000.00) ---------- *Dollars,*

Leslie L. Allen, Jr. and wife, Jessie Bea Allen *have executed*

their joint promissory note of even date herewith in the principal amount of $20,000.00 payable to the order of Joe Hubert Corley and William C. Binkley, in 180 monthly installments of $168.78 each, which include both principal and interest at the rate of 6% per annum; the first installment falling due one month from date and the others on the same day of each month thereafter until said note is paid in full,

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, We, Joe Hubert Corley and wife, Patty J. Corley,

have this day bargained and sold, and do hereby transfer and convey unto the said Leslie L. Allen, Jr. and wife, Jessie Bea Allen, their *(successors), heirs and assigns,*

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

Being Lots Nos. 15, 16, 17, 18, 19, 20, 21, 22 and the westerly 21½ feet front and 21 feet rear of Lot No. 23, of Block "A" on the Plan of Highland Park, of record in Book 974, page 33, Register's Office for said County, described together as follows:
Beginning at the southeast corner of the Dickerson Pike and Ben Allen Lane; thence with the easterly margin of said Pike, southwardly 198 feet to the corner of Lots Nos. 14 and 15; thence with the line between said two lots, eastwardly 197 feet to the common corner of Lots Nos. 14, 15, 30 and 31; thence northwardly and with the line between Lots Nos. 15 and 16, and Lots Nos. 29 and 30, 50 feet to the common corner of Lots Nos. 16, 17, 23 and 29; thence with the line between Lots Nos. 23 and 29, eastwardly 21 feet; thence northwardly 159 feet, more or less, to the southerly margin of Ben Allen Lane; thence with said Lane, westwardly 196½ feet to the beginning.
Being the same real property conveyed to Joe Hubert Corley by deed from Margaret Virginia Carter Matlock and husband, of record in book 3343, page 563, said Register's Office.

This conveyance is made subject to restrictive covenants of record in book 1140, page 120, book 1062, page 16, book 1062, page 14, and book 1062, page 8, said Register's Office.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Leslie L. Allen, Jr. and wife, Jessie Bea Allen, their *(successors), 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 taxes for 1964 which are prorated and assumed by the grantees.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Leslie L. Allen, Jr. and wife, Jessie Bea Allen, their *(successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Leslie L. Allen, Jr. and wife, Jessie Bea Allen, *hereinafter referred to as trustors, hereby transfer and convey unto* J. Campbell Jenkins, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $ ------, *or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.*

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 9th *day of* September, *19* 64

Joe Hubert Corley

Patty J. Corley

Leslie L. Allen Jr.

Jessie Bea Allen

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Undersigned, *a Notary Public in and for said County and State,* Joe Hubert Corley and wife, Patty J. Corley, and Leslie L. Allen, Jr. and wife, Jessie Bea Allen,

the within named 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* 11th *day of* September, *19* 64

J. Campbell Deaton, *Notary Public*

Commission expires

RECORDER'S MEMO:

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INSTALLMENT DEED

FROM

Joe Hubert Corley et ux.

TO

Leslie L. Allen, Jr. et ux.

50135

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

SEP 14 10 42 AM '64

NOTED: BOOK 110 PAGE 36

RECORDING FEE $ 2.50

DEP. REG. M

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE

mail to: Tenn. Real Estat Co. 396 Murfreesboro Rd. Nashville, Tenn

STATE TAX $ 45.75
PROBATE .50
TOTAL $ 46.25

SEP 14 1964

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

PAID SEP 14 1964 mic

513232

53.75
Wilson 2.50
Worrall 46.25

STATE OF _____
COUNTY OF _____

Personally appeared before me, _____, a Notary Public in and for said County and State, _____ the within named 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 }
COUNTY OF DAVIDSON }

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, and who, upon oath, acknowledged _____ self to be _____ of the _____ the within named bargainor, a corporation, and that he as such _____ being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by _____ self as _____

Witness my hand and seal, at office in _____ this _____ day of _____, 19____

_____ Notary Public

Commission expires _____