Mail Tax statement to Chas L. Kelley
Rt 2 Goodlettsville
Tennessee

RECORDER'S MEMO:
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BOOK 3811 PAGE 891

Installment Deed

Map 18-16
P/o Par. 113
M.O.

FOR AND IN CONSIDERATION of the sum of Five Thousand and no/100 ($5,000.00) - - -

The property herein described is being conveyed subject to a permanent and perpetual pipeline easement described as follows: Beginning at a point in the North line of said property, said point being 12 feet westerly from the Northeast corner of the same; thence across said property as follows: S. 7° 25 min. W. 138 feet; thence S. 4° 15 min. W. 69.4 feet to the South line of said property.

I. B. Fryer, a single man, joins in this conveyance for the express purpose of releasing all his right, to the rents and income from the above described property during his lifetime.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Charlie L. Kelley and wife, Lola Mae Kelley, their - - -

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 5th *day of* September, *19* 64

Bessie F. Hitt

J. V. Hitt

Bass Fryer

Charlie L. Kelley

Lola Mae Kelley

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Robert Roy Galbreath, *a Notary Public in and for said County and State,* Bessie F. Hitt, J. V. Hitt and Bass Fryer

*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 Goodlettsville, *Tennessee, this* 8th *day of* Sept., *19* 64.

Robert Roy Galbreath *Notary Public*

Commission expires Nov. 29, 1964

BOOK 3811 PAGE 894

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STATE OF Tennessee }
COUNTY OF Davidson }

Personally appeared before me, Robert Ray Gathwaite, *a Notary Public in and for said County and State,* Charlie L. Kelley & wife Jessie Mae Kelley *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 Goodlettsville, Tenn. *this* 8th *day of* September, 1964.

Robert Ray Gathwaite
Notary Public

Commission expires Nov. 29, 1964

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Robert Ray Gathwaite, *a Notary Public of the State and County aforesaid, personally appeared* Charlie L. Kelley & Wife Jessie Mae Kelley *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 corporatoin by* .....self *as* .....

Witness my hand and seal, at office in ..... *this* .....*day of* ....., *19*.....

.....*Notary Public*

Commission expires.....

INSTALLMENT DEED

FROM

MRS. PESSIE F. HITT, et vir.

TO

CHARLIE L. KELLEY, ET UX

50371

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY,
STATE OF TENN

SEP 15 3 03 PM 64
BOOK 1112 PAGE 47
RECORDING FEE 2.75
DEP. FEE 2

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE

DOCUMENTARY 50 CENTS 50

DOCUMENTARY 5 CENTS 5

STATE TAX $ 2.50
PROBATE 50
TOTAL $ 2.75

SEP 15 1964

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

PAID SEP 15 1964