Robert Larry Eanes, Lickton Pike, Nashville, Tennessee
Parcel No. 10D-12060

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Installment Deed

FOR AND IN CONSIDERATION of the sum of Seven Thousand Five Hundred and no/100 ----- ----------($7,500.00) ---------- *Dollars,*

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

the receipt of which is hereby acknowledged, and for the remainder Seven Thousand and no/100 ---------- ----------($7,000.00) ---------- *Dollars,*

Robert Larry Eanes and wife, Dorothy Jean Eanes *have executed*

their promissory note of even date herewith for $7,000.00, payable in 180 monthly installments of $55.36 per month, which include both principal and interest at the rate of 5% per annum; the first installment falling due on or before October 1, 1964, and the others monthly thereafter until said note is paid in full, and said note is payable to the order of W. T. Hunter and wife, Erma Dean Hunter,

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, W. T. Hunter and wife, Erma Dean Hunter,

have this day bargained and sold, and do hereby transfer and convey unto the said Robert Larry Eanes and wife, Dorothy Jean Eanes, their

(successors), heirs and assigns,

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

Being in the 10th Civil District of said County and State, described according to a survey by H. Gee, September 1, 1964, as follows:
Beginning in the center of Lickton Pike at the intersection of the same and a point in the southern boundary line of the property conveyed to Robert L. Eanes and wife, of record in book 3801, page 496, Register's Office for said County; thence with the southern boundary line of said Eanes' property south 84° west 405 feet to an iron pin; thence north 2° 45' west 417 feet to a 24-inch elm tree; thence north 9° 32' east 173 feet to an 18-inch elm tree; thence north 2° 32' west 551 feet; thence north 23° 12' west 237 feet; thence south 36° west 500 feet; thence south 39° 30' west 455 feet to an iron pin; thence south 27° 30' east 399 feet to an iron pin; thence south 54° 15' east 454 feet to an iron pin; thence south 46° 15' east 207 feet to the center of Lickton Pike; thence with the center of the same north 61° 15' east 432 feet to the beginning, containing 14.1 acres, more or less.
A one-half undivided interest in premises was conveyed to W. T. Hunter by deed from U. A. Hunter and wife, of record in book 635, page 311, said Register's Office, and a one-half undivided interest in premises was inherited by W. T. Hunter by descent from Eva Hunter as the only heir-at-law, and conveyed to him by quitclaim deed from Clarence Morris, Jr. et al, of record in book 3642, page 19, said Register's Office.

It is understood and agreed by the grantors and grantees herein that one water tap is to be included in the sale of this property.

Also, grantors herein agree to let grantees herein have use of water from well located on grantors' remaining property until June 1, 1965.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Robert Larry Eanes and wife, Dorothy Jean Eanes, 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 to be paid by the grantors.**

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Robert Larry Eanes and wife, Dorothy Jean Eanes, 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 Robert Larry Eanes and wife, Dorothy Jean Eanes, *hereinafter referred to as trustors, hereby transfer and convey unto* Mike McCarley, *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 14th *day of* September, *19* 64.

W. T. Hunter

Erma Dean Hunter

Robert Larry Eanes

Dorothy Jean Eanes

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, L. R. Grimes Jr., *a Notary Public in and for said County and State,* W. T. Hunter and wife, Erma Dean Hunter, and Robert Larry Eanes and wife, Dorothy Jean Eanes,

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* 14th *day of* September, *19* 64.

L. R. Grimes Jr. *Notary Public*

NOTARY PUBLIC DAVIDSON COUNTY

Commission expires 10/23/65

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INSTALLMENT DEED

FROM

W. T. Hunter et ux.

TO

Robert Larry Eanes et ux.

136 A 34th Ave N.
Nash

STATE TAX $ 1.25
PROBATE .50
TOTAL $ 1.75

SEP 18 1964

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID SEP 18 1964

DOCUMENTARY 25 CENTS

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

SEP 18 11 32

NOTED-BOOK 112
RECORDING FEE $ 2.50
DEP. REG.

5 U 8 9 5

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE

STATE OF .....
COUNTY OF .....

Personally appeared before me, ...
for said County and State, ...
the within named bargainor, ...
executed the within instrument for the purposes therein contained.

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

Commission expires .....

.....*Notary Public*

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, ...
County aforesaid, personally appeared .....
with whom I am personally acquainted, and who, upon oath, acknowledged .....
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*.....

Commission expires .....

.....*Notary Public*

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*.....

Commission expires .....

.....*Notary Public*

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