INSTALLMENT DEED

FORM 1003

BOOK 3817 PAGE 760

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James Allen Malone et ux (NAME)	First Federal Savings & Loan Assoc. (NAME)	Map 91-5 M.O.
4205 Nevada (STREET ADDRESS OR ROUTE NUMBER)	4th Avenue, North at Union Street (STREET ADDRESS)	Par. 2
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION OF the sum of $9,757.57 (ninety-seven hundred, fifty-seven dollars and fifty-seven cents---------- DOLLARS

of which $ 1.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees assume and agree to pay the $8,856.57 remaining unpaid balance on a first mortgage held by First Federal Savings & Loan Association of Nashville, Tennessee, and for the remaining $900.00 the purchasers have this day executed their one promisory note made payable to the order of William Howard Hodges and wife Doris L. Hodges, in the principal sum of $900.00 payable in monthly installments of $25.00 each beginning September 25, 1964, and continuing each month thereafter on the 25th day of each succeeding month until paid in full. Payments include both principal and interest--interest being at the rate of 6 per cent per annum. Payments when made will be credited to earned interest, first, balance to unpaid principal.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

William Howard Hodges and wife, Doris L. Hodges

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

James Allen Malone and wife Gloria Joyce Malone

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING lot No. 2 on the Plan of West Nashville Annex, as of record in book 3106, page 25, Register's Office for said County. Said lot No. 2 begins at a point in the northeasterly margin of Frisco Avenue, the common corner of lots Nos. 2 and 3; thence northeasterly with the line between said two lots 125 feet to a point in the southwesterly line of Parcel B; thence southeasterly with the line of said Parcel B, 62.5 feet to a point in the northwesterly margin of 24th Street; thence with the margin of the same southwesterly 99.7 feet to a concrete monument at the beginning of a curve; thence around said curve southwesterly 39.57 feet to a concrete monument in the northeasterly margin of said Frisco Avenue; thence with the margin of the same northwesterly 37.20 feet to the point of beginning.

BEING the same property conveyed to William Howard Hodges and wife Doris L. Hodges by deed from Fred Quintanilla and wife Martha B. Quintanilla by deed of record in Book 3618, page 179. R.O.D.C., Tennessee.

This is unimproved ( ) improved ( ) property, known as 2400 Frisco Avenue, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 us in hand paid, we, the said grantees herein do hereby transfer and convey unto Tom G. Coleman, Jr., 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 grantees 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 $ insurable 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 interest 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 grantees, 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 24 day of September 1964.

James Allen Malone Jr. William Howard Hodges
Gloria Joyce Malone Doris L Hodges

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me Bertha Dickerson a Notary Public in and for said County and State, the within named James Allen Malone & wife --- William Howard Hodges & 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 24 day of September 1964

Commission Expires May 1 - 1966 Bertha Dickerson Notary Public.

STATE OF
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 purpose 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 TAX $ 1464
PROBATE 50
TOTAL $ 1514

OCT 1 1964
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID OCT 1 1964

$1.10 stamps

send deed to 2400 Frisco Ave.

INSTALLMENT DEED

FROM
William Howard Hodges & wife

Doris L. Hodges

TO
James Allen Malone & wife

Gloria Joyce Malone

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

52679

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

OCT 1 12 21 PM '64
NOTED 110 PAGE 159
RECORDING FEE $ 2.50
DEP. REG.