mail tax statement to
Oliver H. Dale
2523 Dickerson Rd

BOOK 3819 PAGE 350

Map 33
Par. 68
M.O.

INSTALLMENT DEED

For and in Consideration of the sum of Fifty Thousand ($50,000.00) Dollars,

of which Eight Thousand ($8,000.00) Dollars,

has been paid in cash by Oliver H. Dale and wife Claudine M. Dale

the receipt of which is hereby acknowledged, and for the remainder Forty-two Thousand ($42,000.00) Dollars,

the said Oliver H. Dale and wife Claudine M. Dale ha ve executed their note payable to the order of W. E. Hill, Trustee, of even date herewith, for $42,000.00, payable in six annual installments of $7,000.00 each, the first of said payments is due one year after date and the subsequent annually thereafter; with each payment, interest at the rate of 6%, on the outstanding indebtedness, shall be paid. The makers of said note may make payment in full at any time by paying the principal indebtedness and accrued interest, or may make part payments with accrued interest at any time, in the amounts of not less than $1,000.00 each.

The Conveyor is to retain possession of said premises herein conveyed until the first payment of $7,000.00 has been paid; nor shall any of the building be razed until said payment has been made. Interest on the note above discribed shall not accrue until the date for giving possession as herein provided has arrived.

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, W. E. Hill, Trustee,

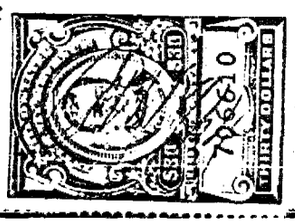
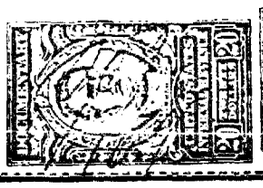
have this day bargained and sold, and do hereby transfer and convey unto the said Oliver H. Dale and wife Claudine M. Dale and their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being A tract of land in the 11th, formerly the 19th Civil District of Davidson County, Tennessee, described according to a survey made by H. B. Fowlkes, June , 1946, as follows:

BEGINNING on the westerly margin of the Dickerson Pike in the northerly line of the George Watkins Tract; thence with said Pike as follows: North 27 deg. 05' East 130.8 feet, more or less, North 28 deg. 07' East 100 feet, North 30 deg. 07' East 100 feet, North 32 deg. 02' East 100 feet, North 33 deg. 59' East 100 feet, North 35 deg. 59' East, 100 feet, North 37 deg. 53' East 100 feet, North 39 deg. 56' East 100 feet, North 42 deg. 01' East 100 feet, North 43 deg. 56' East 90 feet; thence leaving said Pike, North 70 deg. 02' West 266.5 feet to the center of the Old Dickerson Pike; thence with the center of said Pike, south 21 deg. 46' West 996.2 feet to the northerly line of said George Watkins Tract; thence with said tract, south 85 deg. 10' East 40 feet to the beginning.

Being the same property conveyed to W. E. Hill, Trustee, by deed from Richard E. Hunt, et al, of record in Book 2135, Page 200, Register's Office for Davidson County, Tennessee.

W. E. Hill and wife, Margaret Hill join in this instrument for the purpose of conveying to the conveyees herein their interest in said property, subject to the provisions herein set out.


To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Oliver H. Dale and wife Claudine M. Dale and their 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 Oliver H. Dale and wife Claudine M. Dale and 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 Oliver H. Dale and wife Claudine M. Dale

do hereby transfer and convey unto Elkin Garfinkle, 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 Oliver H. Dale and wife Claudine M. Dale

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 value 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 Oliver H. Dale and wife Claudine M. Dale 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 Oliver H. Dale 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 Elkin Garfinkle, 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 W. E. Hill, Trustee and W.E. Hill and wife, Margaret Hill and Oliver H. Dale and wife Claudine M. Dale hereunto set our hands at Nashville, Tennessee, this the 6th day of October 19 64

W. E. Hill Trustee

W. E. Hill

Margaret Hill

Oliver H. Dale

Claudine M. Dale

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Jean Anderson, a Notary Public in and for said County and State, the within named W. E. Hill, Trustee and Oliver H. Dale and wife, Claudine M. Dale, and W. E. Hill and wife, Margaret Hill,

the bargainors, 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 6th day of October, 1964

Commission Expires July 24, 1966

Jean Anderson, Notary Public.

STATE OF _____
_____ County.

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

the 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
Davidson 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 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

INSTALLMENT DEED

FROM W. B. HILL, TRUSTEE

TO OLIVER H. DALE, ET UX

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

53286

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

OCT 6 2 36 PM '64

NOTES 110 PAGE 179
RECORDING FEE 2.50
DEP. REG. 2

STATE TAX $ 75.00
PROBATE .50
TOTAL $ 75.50

OCT 6 1964

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

PAID OCT 6 1964
CT