MAIL BILL TO
SOL BERRY - 410 DEADERICK ST
NASHVILLE, TENN -

MAP 48
P/O PAR. 53

JSJ

INSTALLMENT DEED

BOOK 3822 PAGE 456

For and in Consideration of the sum of $10,000.00

Ten thousand and 00/100 - Dollars,

of which One Thousand and 00/100 - - - - -($1,000.00) - - - - - - - - - Dollars,

has been paid in cash by Sol Berry, Trustee

the receipt of which is hereby acknowledged, and for the remainder of

Nine thousand and 00/100 - - - - - - - -($9,000.00) - - - - - - - - - - - Dollars,

the said Sol Berry, Trustee has assumed and agreed to pay the balance of the indebtedness due and owing Home Federal Savings and Loan Company as evidenced by a promissory note in the original principal sum of $9,300.00; present balance being in the amount of $2,680.07 and payable at the rate of $42.77 per month, all of which is of record in Book 3169, page 431, Register's Office for Davidson County, Tennessee, and for the balance the said grantee has executed three vendor's lien notes of even date herewith; the first note being due and payable on or before one year from and after date in the principal sum of $2,000.00; note no. 2 in said series, being due and payable on or before two years from and after date in the sum of $2,000.00; note no. 3 in said series, being due and payable on or before three years after date in the principal sum of $2,319.93; all of said notes being payable to the order of Mary L. Shropshire, with interest at 6% on each of said notes, being due and payable on or before each twelve months from and after date.

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, Mary L. Shropshire, a widow

have this day bargained and sold, and do hereby transfer and convey unto the said Sol Berry, Trustee, with full power to mortgage, sell, transfer and convey without the necessity of joinder with any other person, his successors and assigns,

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

Land in the 13th Civil District of Davidson County, Tennessee, described as follows: Beginning in the center of McCool Road at the intersection of the same and a point in the easterly margin of Eaton's Creek Road, said point being 427 feet southerly from a point in the southern boundary line of the property conveyed to Earnest W. Shadowens and wife, of record in book 3536, page 186, Register's Office for said County; thence with center of said McCool Road north 65° 30' east 793 feet, more or less, to the southwest corner of the Jno. Holt property; thence with said Holt's western boundary line north 25° west 115.5 feet to said Holt's northwest corner; thence with said Holt's northern boundary line north 65° 15' east 439 feet to Holt's northeast corner; thence with said Holt's eastern boundary line south 25° east 165 feet to the center of McCool Road; thence with the center of the same north 87° 30' east 82.5 feet, north 65° east 115.5 feet, north 70° east 181.5 feet and north 57° east 189 feet; thence north 21° 30' west 740 feet; thence easterly 120 feet; thence north 46° 45' east 409 feet; thence north 23° east 45.9 feet; thence south 81° 30' west 1089 feet; thence south 35° west 709 feet; thence south 26° east 436 feet; thence south 64° west 681 feet to the easterly margin of Eaton's Creek Road; thence with the same southerly 327 feet, more or less, to the beginning.

Being part of the real property conveyed to Mary L. Shropshire by deed from Bertha A. Holt, et al, dated November 5, 1960, filed November 14, 1960, and recorded in book 3159, page 399, Register's Office for said County.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Sol Berry, Trustee, with full power to mortgage, sell, transfer and convey without the necessity of joinder by any other person, his successors 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 Sol Berry, Trustee, as aforesaid his successors 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 in hand paid, I, the said Sol Berry, Trustee, as aforesaid

do hereby transfer and convey unto W. A. Jones, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Sol Berry, Trustee, as aforesaid 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 $ 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.

I 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 I 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 I, the said Sol Berry, Trustee, as aforesaid 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 I 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; I 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. I 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. I 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 Sol Berry, Trustee. 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 W. A. Jones, 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 Mary L. Shropshire and Sol Berry, Trustee, as aforesaid hereunto set our hands at Nashville, Tennessee, this the 10th day of October 1964.

Mary L. Shropshire

Sol Berry Trustee

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Morris Levine, a Notary Public in and for said County and State, the within named Mary L. Shropshire and Sol Berry, Trustee

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 10th day of October, 1964

Commission Expires June 1, 1966

Morris Levine 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
Mary L. Shropshire

TO
Sol Berry, Trustee

Attorneys Title Company
Titles Guaranteed

54530

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

OCT 14 4 01 PM '64

NOTED: BOOK 110 PAGE 336
RECORDING FEE $ 2.50
DEP. REG. .50

STATE TAX $ 1.50
PROBATE .50
TOTAL $ 1.50

OCT 14 1964

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

PAID OCT 14 1964
CT