Send tax statement to Robert F. Carney, Route 1, Box 412, Lickton Pike, Whites Creek, Tennessee

Map 31 Par. 25 & 26

INSTALLMENT DEED

BOOK 3822 PAGE 929

For and in Consideration of the sum of - - - $14,500.00 - - - - - - -

- - FOURTEEN THOUSAND FIVE HUNDRED AND NO/100 - - - Dollars,

of which - - - ONE THOUSAND ($1,000.00) - - - - - - - - Dollars,

has been paid in cash by Robert F. Carney and wife Mayme R. Carney

the receipt of which is hereby acknowledged, and for the remainder - - $13,500.00 - - -

- - THIRTEEN THOUSAND FIVE HUNDRED AND NO/100 - - - - Dollars,

the said Robert F. Carney and wife Mayme R. Carney ha.ve executed one principal note in the sum of $13,500.00, dated October 12, 1964, payable to the order of Howard, Nielsen and Rush, Inc., payable in 300 monthly installments of $86.99 each, the first installment being due November 1, 1964 and a like installment on the first day of each month thereafter until said note is paid in full, said monthly installments include interest at the rate of 6%.

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, Howard, Nielsen and Rush, Inc.

have this day bargained and sold, and do hereby transfer and convey unto the said Robert F. Carney and wife Mayme R. Carney, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the 10th Civil District of Davidson County, Tennessee, being described according to a survey made by S. M. McMurray Engineering Company on January 10, 1946 as follows:

Beginning at a point in the center line of the Lickton Road 117 feet, more or less, southeast of the southeast corner of the School Lot, the corner of said School Lot being marked by a railroad spike in the center of Lickton Road; thence with the center line of said Road around a slight curve southeasterly 136 feet, more or less, to a point; thence north 81 degrees west 354 feet, more or less, to a point which is 113 feet, more or less, north of the northwest corner of the 3-acre tract shown on said survey; thence north 0 degrees 15 minutes west 108 feet, more or less, to a point; thence south 84 degrees east 422 feet to the point of beginning, being a part of the 3-acre tract cut from the Dr. J. W. Care Farm.

Being the same property conveyed to Howard, Nielsen and Rush, Inc. by deed from Charles A. Davis, Jr., of record in Book 3814, page 131, R.O.D.C. Tennessee.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Robert F. Carney and wife Mayme R. Carney Howard, Nielsen & Rush Inc. heirs and assigns forever / covenant that it is lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered. / Howard, Nielsen & Rush, Inc. further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to said real estate to said Robert F. Carney and wife Mayme R. Carney, 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 Robert F. Carney and wife Mayme R. Carney do hereby transfer and convey unto Graham B. Boyce, 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 Robert F. Carney and wife Mayme R. Carney 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 $11,000.00 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 Robert F. Carney and wife Mayme R. Carney 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 Robert F. Carney and wife Mayme R. Carney 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 Graham B. Boyce, 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 Howard Nielsen and Rush, Inc., by its duly authorized officers, and Robert F. Carney and wife Mayme R. Carney hereunto set our hands at Nashville, Tennessee, this the 12 day of October 19 64

HOWARD, NIELSEN AND RUSH, INC.

Attest:
Secretary

BY:
President

Robert F. Carney

Mayme R. Carney

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

STATE OF TENNESSEE
Davidson County

Personally appeared before me, John R. Gilmore Jr., a Notary Public in and for said County and State, the within named Robert F. Carney and wife Mayme R. Carney

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 day of 12 October, 19 64

Commission Expires April 18, 1966 John R. Gilmore Jr., 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, John R. Harrison Jr., a Notary Public within and for the State and County aforesaid, personally appeared James L. Howard and Alice Brew with whom I am personally acquainted and who upon (their several oaths) acknowledged (themselves) to be the President and Secretary respectively of the Howard, Nielsen and Rush, Inc. the within named bargainor, a corporation, and that (He) as such President and (they) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said James L. Howard as such President, and attesting the same by the said Alice Brew as such Secretary

Witness my hand and official seal at office at Nashville, Tennessee on this the 12th day of October, 1964

My commission expires April 18, 1964

John R. Harrison Jr.
Notary Public

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM
Howard Nielsen and Rush, Inc.

TO
Robert F. Carney and wife
Mayme R. Carney

Attorneys Title Company
Titles Guaranteed

54721

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN
NASHVILLE, TENN.
OCT 16 10 33 AM '64
NOTE BOOK 110-244 PAGE
RECORDING FEE $2.75
DEP. REG. M

FILE

STATE TAX $ 21.75
PROBATE $ 2.50
TOTAL $ 24.25
OCT 16 1964
RPAB. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.