INFORMATION FOR METROPOLITAN TAX ASSESSOR:
Tax Parcel No.: 11D 50280
Send Tax Notices To: James C. West
Address: 117 McArthur Street, Madison, Tennessee

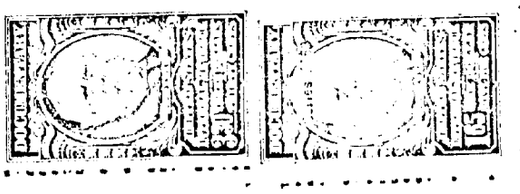
Map 43-11
Par. 102 M.O.

BOOK 3829 PAGE 107

Installment Deed

FOR AND IN CONSIDERATION of the sum of FOUR THOUSAND FIVE HUNDRED AND NO/100 ($4,500.00) *Dollars, of which* ONE HUNDRED TWENTY FIVE AND NO/100 ($125.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* FOUR THOUSAND THREE HUNDRED SEVENTY FIVE AND NO/100 ($4,375.00) *Dollars,*

JAMES C. WEST AND WIFE, GLADYS WEST, *have executed* their one joint promissory note of even date herewith in the principal amount of $4,375.00, payable to the order of Harden D. Plunkett and wife, Nellie R. Plunkett, in monthly installments of $30.00 each, including principal and interest at the rate of 6% per annum, beginning December 1, 1964,



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, Harden D. Plunkett and wife, Nellie R. Plunkett,

have this day bargained and sold, and do hereby transfer and convey unto the said James C. West and wife, Gladys West,

their (~~successors~~), *heirs and assigns, certain real estate in* Davidson *County, Tennessee, as follows:*

Being part of Lot No. 1 on the plan of the Anderson Estates, as of record in Book 1130, Page 37, Register's Office for said County, being the northerly 50 feet of Lot No. 103 on the plan of the re-subdivision of Lots Nos. 1 and 13 of the Anderson Estates, not of record, described as follows:

Beginning on the westerly margin of McArthur Drive, at the northeast corner of the property conveyed to Frederick H. Binkley and wife, by deed from J. W. Anderson and wife, of record in Book 1261, page 3, said Register's Office; thence with said Drive, northwardly 50 feet to the corner of Lots Nos. 103 and 104; thence with the line between said two lots westwardly 155 feet; thence southwardly 50 feet to Binkley's northwest corner; thence with his northerly line, eastwardly 157½ feet, more or less, to the beginning.

Being the same property conveyed to Harden D. Plunkett and wife, Nellie R. Plunkett, by deed from Robert E. Dunman, Jr., and wife, Jennie Mae Dunman, of record in Book 2706, page 365, said Register's Office.

This is improved property known as 117 McArthur Street, Madison, Tennessee.

This conveyance is made subject to an easement for T. V. A. power line of record in Book 1130, page 37; and to restrictive covenants of record in Book 1181, page 342, and Book 1340, page 602, all in said Register's Office.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto, belonging, to the said James C. West and wife, Gladys West, their (XXXXXX), *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 said real estate to said* James C. West and wife, Gladys West, (XXXXXXXX), *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 James C. West and wife, Gladys West, *hereinafter referred to as trustors, hereby transfer and convey unto* Harlan Dodson, Jr., *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 $4,375.00, *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

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 2nd *day of* November, 19 64.

Harden D. Plunkett
Harden D. Plunkett

Nellie R. Plunkett
Nellie R. Plunkett

James C. West
James C. West

Gladys West
Gladys West

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Harden D. Plunkett and Nellie R. Plunkett; James C. West and Gladys West, *the within named 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* 2nd *day of* November, 19 64.

Mrs. E. D. Martin *Notary Public*

Commission expires May 11, 1965

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*

STATE OF TENNESSEE

COUNTY OF _____

Before me, _____, *a Notary Public of the State and County aforesaid, personally appeared* _____, *with whom I am personally acquainted, and who, upon oath, acknowledged _____self to be_____ of the* _____, *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 TAX $ 6.75
PROBATE 50
TOTAL $ 7.25

NOV 5 1964

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

PAID NOV 5 - 1964

CT

INSTALLMENT DEED

FROM

HARDEN D. PLUNKETT et ux

TO

JAMES C. WEST et ux

57136

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

NOV 5 11 34 AM '64

NOTED: BOOK 111 PAGE 25
RECORDING FEE $ 2.50
DEP. REG. _____

Compliments of

Madison Title Company
MADISON, TENNESSEE

Representing
Southern Title Insurance Company
4277 Lyons View Pike
KNOXVILLE, TENNESSEE