Martin B Clark gr
335 Tampa Dr
Nash. 11, Tenn.

Map 163
P/o Par. 95.2

INSTALLMENT DEED

BOOK 3838 PAGE 464

For and in Consideration of the sum of ----------

One Thousand Five Hundred and No/100 ----------($1,500.00)---------- Dollars,

of which Three Hundred and No/100 ----------($300.00)---------- Dollars,

has been paid in cash by Martin B. Clark, Jr., and wife, Joan K. Clark

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

One Thousand Two Hundred and No/100 ----------($1,200.00)---------- Dollars,

the said Martin B. Clark, Jr., and wife, Joan K. Clark ha ve executed their one note of even date herewith in the original principal amount of $1,200.00, payable to the order of Brentwood Estates, Inc., in monthly installments of $36.51 each, the first of which is due and payable on the 27th day of Dec, 19 64, and thereafter a like amount on the 27th day of each succeeding month thereafter and the remaining balance of said principal sum on the 27th day of Nov, 19 67. Said payments to be applied first to payment of interest at the rate of 6% per annum, on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum, until the entire amount, both principal and interest has been paid in full.

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, Brentwood Estates, Inc.

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have this day bargained and sold, and do hereby transfer and convey unto the said Martin B. Clark Jr,, and wife, Joan K. Clark their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 2nd Civil District of Davidson County, Tennessee, being described according to a copy of a survey made by Hickerson & Hickerson, Engineers, dated November 17, 1964, revised October 15, 1964, September 28, 1964 and July 23, 1964, as follows:

Beginning at a point in the southerly line of the property conveyed to Martin B. Clark, Jr., and wife, Joan K. Clark, by deed from Brentwood Estates, Inc., of record in Book 3818, page 210, Register's Office for said County, at a point 300 feet easterly from the easterly margin of Rural Hill Road; thence South 4° 00' West, 100 feet to a point; thence South 65° 15' East, 527 feet to a point; thence North 31° 00' East, 100 feet to a point; thence North 65° 15' West, 570 feet to the point of beginning, containing 1.3 acres more or less.

Being part of the property conveyed to Brentwood Estates, Inc., by deed from William T. Alsbrook and wife, of record in Book 3529, page 20, Register's Office for said County.

This conveyance is made subject to easement to American Telephone and Telegraph Company, by grant of record in Book 1207, page 532, Register's Office for Davidson County, Tennessee.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Martin B. Clark, Jr., and wife, Joan K. Clark heirs and assigns forever it does 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.

It further covenant and bind itself, its successors, ~~him~~ and representatives, to warrant and forever defend the title to said real estate to said Martin B. Clark, Jr., and wife, Joan K. Clark, 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 Martin B. Clark, Jr., and wife, Joan K. Clark

do hereby transfer and convey unto Jno. B. Cobb, 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 Martin B. Clark, Jr., and wife, Joan K. Clark

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 ~~he~~ 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 Martin B. Clark, Jr., and wife, Joan K. Clark 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 Martin B. Clark, Jr., and wife, Joan K. Clark 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 Jno. B. Cobb, Jr., 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 Brentwood Estates, Inc. and Martin B. Clark, Jr., and wife, Joan K. Clark hereunto set our hands at Davidson, Tennessee, this the 27th day of Nov. 1964

BRENTWOOD ESTATES, INC.
By: Houston T. Ezell - President
X Martin B. Clark Jr
X Joan K. Clark

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Wendell Van Cooper, a Notary Public in and for said County and State, the within named Martin B. Clark, Jr., and wife, Joan K. Clark

the bargainor, 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 3rd day of Dec, 1964

Wendell Van Cooper, Notary Public.

Commission Expires Nov 6, 1967

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 _____

BOOK 3838 PAGE 467

STATE OF TENNESSEE
Davidson County

Before me, Mandell Van Cooper, a Notary Public within and for the State and County aforesaid, personally appeared Houston T. Ezell and _____ with whom I am personally acquainted and who upon (his oath ~~(his oath)~~) acknowledged (himself ~~himself~~) to be the President and ~~President~~ of the Brentwood Estates, Inc. the within named bargainor, a corporation, and that (he) as such President and _____ (they) being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Houston T. Ezell as such President, ~~President~~ as such _____

Witness my hand and official seal at office at Nashville on this the 1st day of Dec., 19 64.

My commission expires May 8, 1967

Mandell Van Cooper
Notary Public

COOPER REALTY CO.

$12,500.00

INSTALLMENT DEED

FROM

BRENTWOOD ESTATES, INC.

TO

Martin B. Clark, Jr., et ux

Joan K. Clark

Attorneys Title Company
Tides Guaranteed

NASHVILLE, TENN.

60857

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

DEC 4 12 07 PM '64

NOTE BOOK 110 PAGE 523
RECORDING FEE $ 2.75
DEP. REG. _____

STATE TAX $ 7.15
PROBATE $ 2.75
TOTAL 50

DEC 4 1964

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

PAID DEC 4 - 1964

COOPER