BOOK 3845 PAGE 657

MAP 34-3
PAR. 29

FORM 1000

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FOR AND IN CONSIDERATION OF the sum of $10.00
TEN AND NO/100---------- DOLLARS
Cash in hand paid by the grantees herein and other good and valuable considerations, the receipt of which is hereby acknowledged, and for the further consideration that the grantees herein assume and agree to pay the remaining unpaid balance of a note dated August 7, 1962, executed by the grantors herein, payable to Fidelity Federal Savings & Loan Association, for the original amount of $20,250.00, with interest at 5% per annum and a 1% service fee; principal, interest and service fee all payable $130.49 monthly, and secured by a Deed of Trust of record in Book 3441, page 475, Register's Office for Davidson County, Tennessee, and for the remainder the said grantees herein have executed their onejoint principal note of even date herewith, payable to the Grantors herein, for the sum of $1700.00, payable $500.00 on January 2, 1965; $600.00 on April 2, 1965 ; and $600.00 on July 5, 1965, without interest.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

we, TOMMY D. ALEXANDER AND WIFE, BEVERLY B. ALEXANDER

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

JOHN WALLACE FOWLER AND WIFE, ANNIE LAURA FOWLER

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 223 on the Plan of Shepherd Hills, Section VI, as of record in Book 3106, page 50, Register's Office for said County.
Said lot fronts 100 feet on the southwesterly side of Twin Hills Drive and runs back 445.3 feet on the northwesterly line and 415.5 feet on the southeasterly line to a dead line in the rear on which it measures 120 feet.
Being the same property conveyed to Tommy D. Alexander and wife, Beverly B. Alexander, by deed from A. J. Coleman and wife, as of record in Book 3428, page 395, said Register's Office.

New Owner: John Wallace Fowler
Address of Property: 116 Twin Hills Drive, Madison, Tennessee
Send Tax Notices to: Fidelity Federal Savings & Loan Assocation
Fourth & Union Streets
Nashville

Tax Parcel No. 10D-49346
This is improved property known as 116 Twin Hills Drive, Madison, Tennessee

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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 the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto L. M. Nelson 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 grantees 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 ~~X~~ 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 interest 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 herein, the same to bear interest from the date of such payment. Now, if we, the said grantees, 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 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:

BOOK 3845 PAGE 658

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 the grantors herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 10th day of December 19 64

Tommy D. Alexander

John Wallace Fowler

Beverly B. Alexander

Annie Laura Fowler

STATE TAX $ 32.36
PROBATE .50
TOTAL $ 32.86

DEC 23 1964

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

PAID DEC 23 1964

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I, Personally appeared before me, L. D. Richards, a Notary Public in and for said County and State, the within named Tommy D. Alexander and wife, Beverly B. Alexander; Annie Laura Fowler the bargainor, S, 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 December, 19 64

Commission Expires May 1, 1966

L. D. Richards, Notary Public

STATE OF WEST VIRGINIA
COUNTY OF Kanawha

Personally appeared before me Betty Jo Blackwell, a Notary Public in and for said County and State, the within named John Wallace Fowler, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Charleston, W. Va., this 21st day of December 21st, 1964.

Commission Expires: January 22, 1973

Betty Jo Blackwell
Notary Public

BETTY JO BLACKWELL NOTARY PUBLIC KANAWHA COUNTY, WEST VIRGINIA

INSTALLMENT DEED
G-17571 mas

FROM
TOMMY D. ALEXANDER, ET UX

TO
JOHN WALLACE FOWLER, ET UX

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY

Received for record this ___ day of ___ D. 19__ at 3:17 P.M.
Noted in Book ___ Page ___
Recording Fee $ ___
DEP. REG. ___
By ___

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

DEC 23 3 30 PM '64
Book 3845 PAGE 658
RECORDING FEE $ 2.75

County Register
Dept. Reg.

TENNESSEE TITLE COMPANY
Nashville, Tenn.
Zone Office
LAWYERS TITLE INSURANCE CORPORATION
of Richmond, Virginia

PLEASE PUT IN TENN. TITLE CO. BOX