INSTALLMENT DEED

For and in Consideration of the sum of $7[illegible].00

Seven Thousand Three Hundred and no/100----------Dollars,

of which Two Hundred and no/100----------Dollars,

has been paid in cash by Garne Pope, unmarried

the receipt of which is hereby acknowledged, and for the remainder $7100.00

Seven Thousand One Hundred and no/100----------Dollars,

the said Garne Pope, unmarried has executed his one promissory note, of even date herewith, to the order of Home Equity Company in the amount of $7100.00 payable as follows: On the 15th day of January, 1965, the sum of $55.35 and a like sum on the 15th day of each succeeding month thereafter until all installments have been paid. 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, until the entire amount, both principal and interest has been pain 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, Home Equity Company, a Tennessee Corporation

have this day bargained and sold, and do hereby transfer and convey unto the said Garne Pope, unmarried heirs and assigns,

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

Land in Davidson County, Tennessee, being Lot No. 3 on the Map of Carter Lane Place, as of record in Book 547, page 105, Register's Office for said County. Said Lot No. 3 fronts 50 feet on the northerly side of Granada Avenue, formerly Carter Lane, and runs back between parallel lines 140 feet to a dead line.

Being the same property conveyed to Home Equity Company, by deed from William Hofstetter, Trustee, of record in Book 3817, Page 93, RODC, Tennessee.

MAP # 082-04
PARCEL # 27W-25C

SEND TAX STATEMENTS TO:
GARNE POPE
893 GRANADA AVE.
NASHVILLE, TENN.







To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Carne Pope, unmarried, his heirs 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 and my successors and assigns heirs and representatives, to warrant and forever defend the title to said real estate to said Carne Pope, unmarried his 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 me in hand paid, I, the said Carne Pope, unmarried

do hereby transfer and convey unto Charles Clinton White, 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 Carne Pope, unmarried

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 $7,000 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 Carne Pope, unmarried 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; if 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 Carne Pope, unmarried 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 Charles Hampton White, 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~~ I, the said Carne Pope, unmarried and Home Equity Company, a Tennessee Corporation hereunto set our hands at Nashville, Tennessee, this the 17th day of December 1964

X Carne Pope

X

Home Equity Company

By: [signature]
President

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Ben Cailloutte, a Notary Public in and for said County and State, the within named Carne Pope, unmarried

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 Nashville, Tennessee Tennessee, this 17th day of December, 1964

[signature], Notary Public.

Commission Expires 4-18-68

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 3851 PAGE 784

STATE OF TENNESSEE
Davidson County

Before me, Jon Caillouette, a Notary Public within and for the State and County aforesaid, personally appeared Louis Louisar and ____ with whom I am personally acquainted and who upon (his oath ~~his several oaths~~) acknowledged (himself ~~themselves~~) to be the President and ____ respectively of the Home Equity Company 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 Louis Louisar as such President, and attesting the same by the said ____ as such ____

Witness my hand and official seal at office at Nashville, Tennessee on this the 17th day of December 1964

My commission expires 4-10-67

Jon Caillouette
Notary Public

INSTALLMENT DEED

FROM Home Equity Co.

TO Garne Pope

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

65486

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JAN 15 3 49 PM '65

NOTED BOOK 1107 PAGE 734
RECORDING FEE $ 2.75
DEP. REG. ____

Put in Home Equity Box

STATE TAX $ 10.25
PROBATE .50
TOTAL $ 11.45

JAN 15 1965

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

PAID JAN 15 1965

CT