Send Tax Bill to Robert O. Frensley
3440 Dickerson Rd.
Nashville, Tenn.

PARCEL NOS.
10D - 26053
10D - 26060
10D - 26065

INSTALLMENT DEED

BOOK 3853 PAGE 675

For and in Consideration of the sum of Fifty Thousand and 00/100---------- ($50, 000. 00)---------- Dollars, of which Twenty Thousand and 00/100------($20, 000. 00)---------- Dollars, has been paid in cash by Robert O. Frensley the receipt of which is hereby acknowledged, and for the remainder Thirty Thousand and 00/100----------($30, 000. 00)---------- Dollars, the said Robert O. Frensley has executed an installment note, dated the 23rd day of January, 1965, in the principal amount of $30, 000. 00, to be paid in monthly installments for 48 months beginning the 5th day of March, 1965, and on the 5th day of each succeeding month, the sum of $690. 90, until the balance is paid in full.

said notes bearing five (5%) 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, John W. Crunk, Sr., and wife, Beatrice Moore Crunk, have this day bargained and sold, and do hereby transfer and convey unto the said Robert O. Frensley his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being land in the Tenth (10th) Civil District of Davidson County, Tennessee, and being Lots No. 3, 4 and 5 on the plan of the subdivision of J. B. Kennaston's 10.29 acre tract, not of record, described according to a survey made by Harry Gee, Surveyor, June 8, 1949, as follows:

Said Lot No. 3 begins in the center of Dickerson Road at the southeast corner of the property conveyed to John W. Crunk and wife by deed from J. B. Kennaston and wife, of record in Book 1733, page 354, said Register's Office, being the corner of Lots No. 3 and 4; thence with the line between said two lots North 68 degrees 20 minutes west 519.3 feet to an iron pin; thence South 26 degrees 07 minutes west 100.4 feet to an iron pin in the corner of Lots No. 2 and 3; thence with the line between said two lots North 68 degrees 20 minutes east 529 feet to the center line of said Dickerson Road; thence with same Northwardly 100 feet to the beginning.

Said Lot No. 4 begins in the center line of the Dickerson Road at a point 100 feet north of the northeast corner of the property conveyed to David L. Carver by deed from J. B. Kennaston and wife of record in Book 1677, page 474, and by deed of correction of record in Book 1680, page 355, Register's Office for Davidson County, being the corner of Lots No. 3 and 4; thence with the center of said Road North 20 degrees 34 minutes east 100 feet to the corner of Lots No. 4 and 5; thence with the line between said two lots North 68 degrees 20 minutes west 510 feet to an iron pin; thence South 25 degrees 54 minutes west 100.3 feet to an iron pin at the corner of Lots No. 3 and 4; thence with the line between said two lots South 68 degrees 20 minutes east 519.3 feet to the beginning.

Being part of the property conveyed to J. B. Kennaston and wife by deed from Joette Grace, Trustee, and individually of record in Book 1677, page 378, said Register's Office.
(description continued on back)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Robert O. Frensley 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, except for an easement for right-of-way of Dickerson Road. We further covenant and bind ourselves our heirs and representatives, to warrant and forever defend the title to said real estate to said Robert O. Frensley 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 us in hand paid, I, the said Robert O. Frensley

do hereby transfer and convey unto Frank C. Ingraham, 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 Robert O. Frensley 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 $ 20,000.00 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.

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 Robert O. Frensley 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; 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 Robert O. Frensley 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 Frank C. Ingraham, 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 John W. Crunk, Sr., and wife, Beatrice Moore Crunk, and Robert O. Frensley hereunto set our hands at Nashville, Tennessee, this the 23rd day of January 1965

John W Crunk Sr.
Beatrice Moore Crunk
Robert O. Frensley

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Jane C. Cooper, a Notary Public in and for said County and State, the within named John W. Crunk, Sr., and wife, Beatrice Moore Crunk, and Robert O. Frensley,

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 23rd day of January, 1965.

Jane C. Cooper, Notary Public.

Commission Expires May 9, 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 _____

STATE OF TENNESSEE
Davidson County

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Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____.

My commission expires _____

_____
Notary Public

Description continued...

It is agreed by and between grantors herein and grantee and their heirs, successors and assigns, that no part of the property herein conveyed shall be sold, leased or rented to any Negro or any person of African descent and this covenant shall run with the land and be binding on the grantees and their successors and assigns.

Said Lot No. 5 begins in the center of Dickerson Road at the northeast corner of the property conveyed to John W. Crunk, Sr., and wife by deed from J. B. Kennaston and wife, of record in Book 1733, page 354, said Register's Office, being the corner of Lots No. 4 and 5; thence with the line between said two lots North 68 degrees 20 minutes West 510 feet to an iron pin; thence North 22 degrees 58 minutes east 100 feet to an iron pin in the corner of Lots No. 5 and 6; thence with the line between said two lots South 68 degrees 20 minutes east 505.8 feet to the center line of Dickerson Road; thence with the center of same Southwardly 100 feet to the beginning.

INSTALLMENT DEED

FROM

John W. Crunk, Sr.

TO

Robert O. Frensley

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

66274

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JAN 25 10 15 AM '65

REC. FEE 2.50

DEP. FEE



Being part of the property conveyed to Olga Kennaston by deed from James L. Bass, Trustee, of record in Book 1976, page 31, Register's Office for Davidson County, Tennessee.

STATE TAX $ [illegible]
PROBATE .50
TOTAL $ [illegible]

JAN 25 1965

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN
PAID JAN 25 1965

CT