Address of New Owner:
Mamie Hatch Love
Ashwood Avenue
Nashville, Tennessee

Send Tax Bill:
Same

BOOK 3854 PAGE 857

Map 104-16
Par. 351
22W 9985

M.O.

INSTALLMENT DEED

For and in Consideration of the sum of Nine Thousand Dollars, ($9,000.00), Dollars, of which One Thousand, Three Hundred and Fifty Dollars, ($1,350.00), Dollars, has been paid in cash by Mamie Hatch Love the receipt of which is hereby acknowledged, and for the remainder Seven Thousand, Six Hundred and Fifty Dollars, ($7,650.00), - - - - - - - - - - - - - - Dollars, the said Mamie Hatch Love has executed her note, of even date, payable to J. T. Appleton, and wife Emily Taylor Appleton, in the principal amount of Seven Thousand, Six hundred and Fifty Dollars, ($7,650.00). Said note is payable in monthly installments of Seventy-four Dollars and Sixty-six Cents, ($74.66), which payments shall begin thirty days,(30), from date of Deed, and a like amount due on the same day of each succeeding month thereafter until paid. Said payments include interest at the rate of 6% per annum, and shall be applied first to interest and the remainer to principal.

RECORDER'S MEMO:
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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, We, J. T. Appleton, and wife Emily Taylor Appleton have this day bargained and sold, and do hereby transfer and convey unto the said Mamie Hatch Love, her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the westerly part of Lot No. 32 on the Belmont Land Company's plan of Lots, called Belmont Heights, as of record in Book 421 Page 34, Register's Office of Davidson County, Tennessee, more particularly described as follows:

Beginning at the southeast corner of Ashwood Avenue and the first alley east of Belmont Boulevard, being the northwest corner of said Lot No. 32; thence with the southerly margin of said avenue, eastwardly 142.25 feet to the northwest corner of the Edge Lot, formerly H. B. Wilkerson's northwest corner; thence with their westerly line, southerly 169 feet to the northerly margin of an Alley; thence with the northerly margin of said alley, westerly 10.1 feet to the easterly margin of the first mentioned alley; thence with the easterly margin of said alley, northwardly 190.4 feet, more or less, to the beginning.

Being the same real property conveyed to J. T. Appleton, and wife Emily Taylor Appleton. by Deed from W. L. Hunter, and wife Ellison Hunter, dated November 9, 1949, and recorded November 10, 1949, in Book 1764 Page 119, Register's Office of Davidson County, Tennessee.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Mamie Hatch Love, her heirs and assigns forever. We covenant that we 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 by Taxes for 1964, which are to be prorated and assumed by the purchaser.

We further covenant and bind ourselves and our heirs and representatives, to warrant and forever defend the title to said real estate to said Mamie Hatch Love, her 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 Mamie Hatch Love do hereby transfer and convey unto Robert L. Dozier, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

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I, the said Mamie Hatch Love 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 $ $8,000.00 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 Mamie Hatch Love 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 Mamie Hatch Love 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 Robert L. Dozier, 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 J. T. Appleton and wife Emily Taylor Appleton and Mamie Hatch Love hereunto set our hands at Nashville, Tennessee, this the 1st day of January 1965



J. T. Appleton

Emily Taylor Appleton

Mamie Hatch Love

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Richard D. Sweeney, a Notary Public in and for said County and State, the within named Mamie Hatch Love,

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 1st day of January, 1965

Richard D. Sweeney, Notary Public.

Commission Expires July 22 1967

RICHARD D. SWEENEY NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF Alabama
Chilton **County.**

Personally appeared before me, James W. Hampton, a Notary Public in and for said County and State, the within named J. T. Appleton and wife, Emily Taylor Appleton,

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 Center Ville, this 14th day of December, 1964

James W. Hampton, Notary Public.

Commission Expires 7-14-68

NOTARY PUBLIC STATE OF ALABAMA AT LARGE

STATE OF TENNESSEE
Davidson County

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

American Trust

INSTALLMENT DEED

FROM

J. T. Appleton and wife,

Emily Taylor Appleton

TO

Mamie Hatch Love

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

9 00.00

STATE TAX $ 1.25
PROBATE $ .50
TOTAL $ 1.75

JAN 27 1965

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

PAID JAN 27 1965

66744

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JAN 27 3 57 PM '65

NOTED FOR 110 PAGE 291
RECORDING FEE $ 2.75
DEP. REG. _____

JOHN TOLLEY CO., NASHVILLE