Address of new owner:
Edwin S. Morgan, Jr.
5900 Hickory Valley Road
Nashville, Tennessee.

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Parcel No. 8D-W9-59710
Map 103-9
Par 70
M.O.

Mail taxes to above

Installment Deed

FOR AND IN CONSIDERATION of the sum of $36,500.00 - - - - - - - - - - - - - - - - - -

- - - - Thirty Six Thousand Five Hundred and No/100 - - - - - - - - - - - - - - - - *Dollars,*

of which - - - - $6,500.00 -

Six Thousand Five Hundred and No/100 - - - - - - - - - - - - - - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of $30,000.00 - - - - - - - - - - - -

Thirty Thousand and No/100 - *Dollars,*

the said Edwin S. Morgan, Jr. and wife, Jane F. Morgan have of even date herewith

executed their one joint promissory lien note in the amount of $30,000.00aacccceaoeoe payable to Edmund W. Turnley and wife, Lula T. Turnley as follows: $14,000.00 payable on or before August 1, 1965; $10,000.00 payable on or before February 1, 1966; and the final payment of $6,000.00 payable on or before August 1, 1966, with interest on the unpaid principal balance at the rate of 5½% per annum payable with each payment of principal. Privilege is reserved of paying any part of said note at any time in multiples of $100.00 with interest to be paid up to date on the unpaid balance remaining unpaid from time to time at the rate of 5½% per annum.

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

We, Edmund W. Turnley and wife, Lula T. Turnley, -

have this day bargained and sold, and do hereby transfer and convey unto the said

Edwin S. Morgan, Jr. and wife, Jane F. Morgan, their - - - - - - - - - - - - - - - - - -

- [struck out], *heirs and assigns,*

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

Land in Davidson County, Tennessee, being lot No. 65 on the Plan of Hillwood Estates, Section 6, as of record in Book 2133, page 96, Register's Office for said County, described as follows:
Beginning on the northwesterly margin of Hickory Valley Road, formerly West Hillwood Drive, at the corner of lots Nos. 64 and 65; thence with the line between said two lots, northwestwardly 316.8 feet; thence north 50° 01' east 254 feet to the southwesterly margin of Hillwood Drive; then with same, southeastwardly 200.06 feet to the beginning of a curve; thence around said curve with a radius of 28.28 feet, southwestwardly 43.9 feet to the northwesterly margin of said Hickory Valley Road; thence with the same, southwestwardly 181.7 feet to the beginning.
Being the same real property conveyed to Edmund W. Turnley and wife, Lula T. Turnley, by deed from J. M. Medlin, et al, of record in book 2451, page 404, said Register's Office.

This conveyance is made subject to the following:
An easement for public utility purposes is hereby created and established along the dividing line between lots Nos. 64 and 65 as shown on plan of record in book 2133, page 96, Register's Office for Davidson County, Tennessee, 10 feet in width on either side of said line and extending from the northwesterly margin of Hickory Valley Road, formerly West Hillwood Drive, to the rear line of said lots, and shall be a perpetual easement running with the title to said lots, as set out in deed from H. G. Hill Realty Company to J. M. Medlin, et al, of record in book 2334, page 207, Register's Office for said County.

Ten-foot public utility easement, sewer easement across front of premises, 100-foot building setback line from Hickory Valley Road and from Hillwood Drive and conditions

of owners certificate, as shown on plan of record in Book 2133, page 96, Register's Office for Davidson County, Tennessee, the latter providing that no lot shall be subdivided or changed to produce less area until a system of sewers is installed and approved, and not then if less area results than established by restrictions on property.

By an instrument of record in Book 2334, page 165, Register's Office for said County, the building setback line along the southwesterly margin of Hillwood Drive was amended and changed from 100 feet to 75 feet.

Restrictive covenants contained in deed from H. G. Hill Realty Company to J. M. Medlin, et al, dated October 28, 1954, filed December 1, 1954, and recorded in Book 2334, page 207, Register's Office for Davidson County, Tennessee.

This property is improved and known as 5900 Hickory Valley Road, Nashville, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Edwin S. Morgan, Jr. and wife, Jane F. Morgan - their [redacted] *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 1965 taxes which the grantees assume and agree to pay, same having been prorated as of date of deed, and the exceptions noted above.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Edwin S. Morgan, Jr. and wife, Jane F. Morgan, their - *(successors), 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 indebtedness, rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Edwin S. Morgan, Jr. and wife, Jane F. Morgan *hereinafter referred to as trustors, hereby transfer and convey unto* Lowe Watkins*, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $ 25,000.00*, or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.*

*Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness; and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 15th *day of* February, *19* 65.

Edmund W. Turnley

Edmund W. Turnley

Lula T. Turnley

Lula T. Turnley

Edwin S. Morgan, Jr.

Edwin S. Morgan, Jr.

Jane F. Morgan

Jane F. Morgan

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Frankie Wilkes, *a Notary Public in and for said County and State,* Edmund W. Turnley, Lula T. Turnley, Edwin S. Morgan, Jr. and Jane F. Morgan

the within named bargainorS, 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, Davidson County, *Tennessee, this* 15th *day of* February, *19* 65.

Frankie Wilkes, *Notary Public*

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires May 7, 1966

STATE OF.....
COUNTY OF.....

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Personally appeared before me, ..., a Notary Public in and for said County and State, ...

the within named 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 }
COUNTY OF DAVIDSON }

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared....., with whom I am personally acquainted, and who, upon oath, acknowledged .....self to be..... .....of the....., the within named bargainor, a corporation, and that .....he as such....., being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporatoin by .....self as.....

Witness my hand and seal, at office in....., this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

STATE TAX $ 54.75
PROBATE .50
TOTAL $ 55.25

FEB 15 1965

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

PAID FEB 15 1965
CT

INSTALLMENT DEED

FROM

EDMUND W. TURNLEY ET UX

TO

EDWIN S. MORGAN, JR. ET UX

69082

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

FEB 15 2 55 PM '65

N.T. 111 PAGE 47
RECORDING FEE 2.50
DEP. REG. ---

