INSTALLMENT DEED

FORM S. 1003

BOOK 3861 PAGE 321

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Roger C. Flannery (NAME:)	Fidelity Federal S & L A'ssn. (NAME:)	16DA 25880
1601 Shackleford Road (STREET ADDRESS OR ROUTE NUMBER)	401 Union Street (STREET ADDRESS)	Map 131-4
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee (CITY) (ZONE) (STATE)	Par. 49

FOR AND IN CONSIDERATION OF the sum of ($15,550.00)- - - - - - - - - - - - - - - - - -
FIFTEEN THOUSAND FIVE HUNDRED FIFTY AND NO/100- - - - - - - - - DOLLARS
of which $ 1,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have assumed and agree to pay the balance of an indebtedness to Fidelity Federal Savings & Loan Ass'n. in the amount of $8,248.17 which is secured by a Deed of Trust of record in Book 3137, page 79, Register's Office for Davidson County, Tennessee, AND FOR THE REMAINING BALANCE OF ($6,301.83) SIX THOUSAND THREE HUNDRED ONE AND 83/100 DOLLARS the said grantees have executed their one promissory note of even date herewith payable to the order of Greer Ezell Hendon and Eleanor Barbara Hendon in monthly installments as follows: For the first twelve installments beginning March 11, 1965 the sum of $50.00 each, thereafter the sum of $75,00 each, said installments to be applied first to the payment of interest on the unpaid principal balance at the rate of 6% per annum, balance to be applied to principal until both principal and interest has been paid in full

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, Greer Ezell Hendon and wife, Eleanor Barbara Hendon,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Roger C. Flannery and wife, Amanda T. Flannery,

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

Being a part of Lot No. 24 on the Plan of Geo. W. Blair's Revised Subdivision of Belmont Park Place, as of record in Book 421, pages 118 and 119 of the Register's Office for said County, and more fully described according to survey made by W. B. Southgate, Surveyor, in July, 1929, as follows:

BeGINNING at the center of the intersection of Belmont Boulevard and Shackleford Road; running thence with the center of Belmont Boulevard in a southerly direction, 242 feet 6 inches; thence eastwardly 164 feet, 6 inches; thence northwardly 242 feet, 6 inches to the center of Shackleford Road; thence westwardly with the same 164 feet, 6 inches to the beginning.
BEING the same property conveyed to Greer Ezell Hendon and wife, Eleanor Barbara Hendon, by deed from W. W. Hays, Jr., et al, of record in Book 3128, page 511, Register's Office for Davidson County, Tennessee.

Metro taxes for 1965 have been pro-rated and are assumed by the grantees.

This is unimproved ( ) improved (X) property, known as 1601 Shackleford Road, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 J. P. Stallworth 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 $ 14,500.00 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 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 therein, 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:

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 advise 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 grantees 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 11th day of February 1965.

Roger C. Flannery — Greer Ezell Hendon

Amanda T. Flannery — Eleanor Barbara Hendon

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me G. E. Woods, a Notary Public in and for said County and State, the within named Greer Ezell Hendon and wife, Eleanor Barbara Hendon, and Roger C. Flannery and wife, Amanda T. Flannery, they the 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, Tenn. this 11th day of February 1965

Commission Expires August 12, 1967 — G. E. Woods, Notary Public.

STATE OF _____
_____ 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 purpose 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

STATE TAX $ 2.33
PROBATE .50
TOTAL $ 2.83
FEB 16 1965
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID FEB 16 1965

INSTALLMENT DEED

FROM
Greer Ezell Hendon, et ux

TO
Roger C. Flannery, et ux

Attorneys Title Company
Titles Guaranteed

69208

FELIX Z. WILSON TR REGISTER
DAVIDSON COUNTY
STATE OF TENN.
NASHVILLE, TENN.
FEB 16 2 22 PM '65
111 53
RECORDING 2.50
DEP. REC. 2

HAROLD FRED JACOBS, d/b/a JACOB'S CABINET SHOP)
)
vs.)
)
YOUNG AND DONNELL, INC., a Tennessee Corporation and Frank G. Clark Trustee for Mid-South and First Mortgage Company)

NOTICE OF FURNISHER'S LIEN

HAROLD FRED JACOBS, d/b/a JACOB'S CABINET SHOP, with office at 108 Old Trinity Lane, in Nashville, Davidson County, Tennessee, hereby claims a lien for Three Hundred Fifty-Seven Dollars, Forty-one Cents ($357.41), upon the following described property belonging to Young and Donnell, Incorporated.

Land in Davidson County, Tennessee, being Lot No. 209 on the Plan of Edge O' Lakes Estates, Section I, as of record in Book 3600, page 43, Register's Office for said County.

Said Lot No. 209 fronts 80.0 feet on the westerly side of Priest Lake Drive and runs back between lines 148.24 feet on the northerly line and 149.58 feet on the southerly line to a dead line in the read on which it measures 96.86 feet.

Being part of the same property conveyed to Young and Donnell, Inc., by deed from Ben Donnell and Robert E. Young of record in Book 3765, page 449, Register's Office for Davidson County, Tennessee.

Said lien is claimed for materials and labor furnished in connection with certain improvements located on the above described property, which was installed at the instance of Young and Donnell; said indebtedness is due, just and unpaid; the said work was completed on the above described property within the time provided for by law.

Demand has been made upon the owner of the herein described property and upon the contractor, and they having failed and refused to pay same, this instrument is executed pursuant to Sections 64-1101 to 64-1143, inclusive, Tennessee Code Annotated.

The lienees have been furnished notice in writing that this lien is claimed.

JACOB'S CABINET SHOP

BY Harold Fred Jacobs
Harold Fred Jacobs

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON

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

Before me, [illegible], a Notary Public within and for the State and County aforesaid, personally appeared Harold Fred Jacobs, with whom I am personally acquainted, and who upon his oath acknowledged himself to be the Owner of Jacob's Cabinet Shop, and that he as such Owner, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of said business by the said Harold Fred Jacobs, as such Owner.

Witness my hand and official seal at Nashville, Tennessee, this the 11th day of February, 1965.

[illegible]
NOTARY PUBLIC

My Commission expires:

6-1-66

BOOK 3861 PAGE 325

HAROLD FRED JACOBS, d/b/a
JACOB'S CABINET SHOP

VS

YOUNG AND DONNELL, INC.,
a Tennessee Corporation

&

FRANK G. CLARK, Trustee
for Mid-South and First
Mortgage Company

NOTICE OF FURNISHER'S LIEN

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

FEB 16 2 23 PM '85

RECORDING FEE

DEP. REG.

MORRIS LEVINE
ATTORNEY AT LAW
NASHVILLE, TENNESSEE

BOOK 3861 PAGE 326

HAROLD FRED JACOBS, d/b/a JACOB'S CABINET SHOP	)
vs.	)
YOUNG AND DONNELL, INC., a Tennessee Corporation and Frank G. Clark Trustee for Mid-South and First Mortgage Company	)

NOTICE OF FURNISHER'S LIEN

HAROLD FRED JACOBS, d/b/a JACOB'S CABINET SHOP, with office at 108 Old Trinity Lane, in Nashville, Davidson County, Tennessee, hereby claims a lien for Five Hundred Five Dollars, Twenty-two Cents ($505.22), upon the following described property belonging to Young and Donnell, Incorporated.

Land in Davidson County, Tennessee, being Lot No. 207 on the Plan of Edge O' Lakes Estates, Section I, as of record in Book 3600, page 43, Register's Office for Davidson County, Tennessee.

Said Lot No. 207 fronts 91.90 feet on the westerly side of Priest Lake Drive and runs back between lines 145.88 feet on the northerly line and 148.23 feet on the southerly line to a dead line in the read on which it measures 74.94 feet.

Being part of the same property conveyed to Young and Donnell, Inc., by deed from Ben Donnell and Robert E. Young of record in Book 3765, page 449, Register's Office for Davidson County, Tennessee.

Said lien is claimed for materials and labor furnished in connection with certain improvements located on the above described property, which was installed at the instance of Young and Donnell; said indebtedness is due, just and unpaid, and, the said work was completed on the above described property within the time provided for by law.

Demand has been made upon the owner of the herein described property and upon the contractor, and they having failed and refused to pay same, this instrument is executed pursuant to Sections 64-1101 to 64-1143, inclusive, Tennessee Code Annotated.

The lienees have been furnished notice in writing that this lien is claimed.

JACOB'S CABINET SHOP

Document Is Satisfactory For Filming In This Form When Received.

BY Harold Fred Jacobs
HAROLD FRED JACOBS

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared Harold Fred Jacobs, with whom I am personally acquainted, and who upon his oath acknowledged himself to be the Owner of Jacob's Cabinet Shop, and that he as such Owner, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of said business by the said Harold Fred Jacobs, as such Owner.

Witness my hand and official seal at Nashville, Tennessee, this the 16th day of February, 1965.

_____
Notary Public

My Commission expires:

6-1-66

BOOK 3861 PAGE 328

HAROLD FRED JACOBS, d/b/a
JACOB'S CABINET SHOP

VS

YOUNG AND DONNELL, INC.,
a Tennessee Corporation

&

FRANK G. CLARK, Trustee
for Mid-South and First
Mortgage Company

NOTICE OF FURNISHER'S LIEN

69210

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

FEB 16 4 23 PM '76

111.50

MORRIS LEVINE
ATTORNEY AT LAW
NASHVILLE, TENNESSEE