ADDRESS NEW OWNERS:
Mr. & Mrs. Jerry D. Fyke
208 Moncrief Ave.
Goodlettsville, Tenn.

SEND TAX BILLS TO:
First Federal Savings & Loan Assn.
4th and Union
Nashville, Tenn.

Parcel No. 2.1
Map No. 25-4
Go 10324

BOOK 3861 PAGE 669

Installment Deed

FOR AND IN CONSIDERATION of the sum of — $ 10,750.00 —

— Ten Thousand Seven Hundred Fifty and No/100 — *Dollars,*

of which — Nothing —

Dollars, has ~~been paid in~~ cash,

the receipt of which is hereby acknowledged, and for the remainder — $10,750.00 —

— Ten Thousand Seven Hundred Fifty and No/100 — *Dollars,*

JERRY D. FYKE and Wife BARBARA DUKE FYKE *he ~~ve~~ executed*

their one joint note of even date herewith, payable to the Grantors, in the principal amount of $2505.95 in monthly installments of $ 16.40 including interest at 6%, with first payment due March 15, 1965.

And in further consideration the Grantees assume and agree to pay the remaining unpaid balance of $8244.05 as secured by a Deed of Trust to First Federal Savings and Loan Association, as of record in Book 3628, page 119, Register's Office for Davidson County, Tennessee

NOTE: It is expressly understood that the mortgage created by this instrument cannot be assumed or transferred to any other party or parties, without the written consent of the holder of the note.

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~~,

MATT N. THOMSON and Wife KITTY B. THOMSON

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

JERRY D. FYKE and Wife BARBARA DUKE FYKE

(successors), heirs and assigns,

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

Tract No. 3 of the land conveyed to Matt N. Thomson, et ux, by Deed from H. N. Lampley, et ux, as of record in Book 3529, page 291, Register's Office for said County, and described according to a survey by H. Gee, Surveyor, May 15, 1962, as follows:

Beginning at a point on the southerly margin of Moncrief Avenue, common corners of Tracts 2 and 3; thence with the line between Tracts 2 and 3, So. 3 degrees 04 minutes East 150 feet to a point; thence South 87 degrees 00 minutes West 94 feet to an iron pin; thence North 6 degrees 15 minutes East 152 feet to an iron pin; thence with Moncrief Avenue North 87 degrees 00 minutes East 69.4 feet to the point of beginning.

Being the same property conveyed to MATT N. THOMSON, et ux by Deed from DOROTHY A. HULME, as of record in Book 3851, page 265, Register's Office for Davidson County, Tennessee

This is unimproved property known as 208 Moncrief Avenue.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto, belonging, to the said JERRY D. FYKE and Wife BARBARA DUKE FYKE, their *(successors), 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 above mentioned Morbgage to First Federal Savings and Loan Association, and 1965 taxes which have been prorated and will be paid by Grantees.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* JERRY D. FYKE and Wife BARBARA DUKE FYKE, 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 JERRY D. FYKE and Wife BARBARA DUKE FYKE *hereinafter referred to as trustors, hereby transfer and convey unto* L. KENNETH JOHNSON, *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 $Insurable value *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 agree to keep the Mortgage to First Federal Savings & Loan Assn. current and paid up to date.

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 6th *day of* February, *19* 65.

Matt N. Thomson
Matt N. Thomson

Kitty B. Thomson
Kitty B. Thomson

Jerry D. Fyke
Jerry D. Fyke

Barbara Duke Fyke
Barbara Duke Fyke

STATE OF TENNESSEE

COUNTY OF Davidson

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* MATT N. THOMSON, KITTY B. THOMSON, JERRY D. FYKE and BARBARA DUKE FYKE *the within named 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 Goodlettsville, Tennessee *this* 6th *day of* February, *19* 65.

B E Ely
Notary Public

Commission expires 8-10-65

NOTARY PUBLIC STATE OF TENNESSEE

STATE OF_____

COUNTY OF_____

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_____

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 corporation by _____self as_____.

Witness my hand and seal, at office in_____,
this_____day of_____, 19_____.

_____Notary Public

Commission expires_____

INSTALLMENT DEED

FROM

LATT N. THOMSON, et ux

TO

JERRY D. FYKE, et ux

Mail - THOMSON Rep. TV Co. 3 Goodlettsville Tenn.

$10,750.00

BOOK 3861 PAGE 672

69330

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

FEB 17 11 45 AM '65

NOTARY PUBLIC
RECORDING FEE
DEP. REG.

Compliments of

Madison Title Company
MADISON, TENNESSEE

Southern Title Company
427
KNOX
to
SEE

STATE TAX $ 16.13
PROBATE 50
TOTAL $ 16.63

FEB 17 1965

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

PAID FEB 17 1965

C7