Mail Tax Sd. Barney H. Blue
5012 Edmondson
RH4

BOOK 3876 PAGE 547 MAP 147-10
PAR. 136
R38. 6D34875

NOTICE: This instrument must
(1) Carry U. S. I. Rev. Stamps for the total of cash plus the sum of new lien created. Present rate is 55c for each $500 or fraction thereof;
(2) be presented at County Tax Assessor's Office for transfer on tax books;
(3) be presented at County Court Clerk's Office and State Transfer Tax be paid. Present rate 15c for each $100 of total consideration plus 15c Clerk's Fee;
(4) be filed for record in County Register's Office. Recording Fee, $2.00 including one acknowledgment. Each additional acknowledgment add 25c.

The above is not part of Instrument and is not to be recorded.

INSTALLMENT DEED — TENNESSEE TITLE CO.

For and in Consideration of the sum of $14,900.00 FOURTEEN THOUSAND AND NINE HUNDRED Dollars,

of which $5,900 FIVE THOUSAND NINE HUNDRED Dollars,

has been paid in cash by Barney H. Blue and Ellen M. Blue

the receipt of which is hereby acknowledged, and for the remainder Nine Thousand Dollars Dollars,

the said Barney H. Blue and Ellen M. Blue have executed THEIR ONE PROMISSORY NOTE OF EVEN DATE HEREWITH in the amount of $9,000.00 (Nine Thousand Dollars) payable to the order of James E. Adams payable in one instalment due on May 1, 1965, with interest after maturity.

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, I, James E. Adams

have this day bargained and sold, and do hereby transfer and convey unto the said Barney H. Blue and Ellen M. Blue, their heirs and assigns,

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

Land in Davidson County, Tennessee, being Lot No. 1A on the Plan of Parkview Estates, Section One, as of record in Book 3300, page 87, Register's Office for Davidson County, Tennessee.

Said Lot No. 1A fronts 112.0 feet on the easterly side of Edmondson Pike and extends back 202.0 feet on the northerly line and 218.7 feet on the southerly line to a dead line in the rear measuring 24.1 feet thereon.

Being part of the same property conveyed to James E. Adams, be deed from T. M. Powell and wife, of record in Book 3280, page 369; by deed from Andrew Ewing, Trustee, of record in Book 3253, page 295; by deed from Ernest Robinson and wife, of record in Book 3280, page 377 and Book 3341, page 163; by deed from Raymond Woodlee and wife, of record in Book 3341, page 165, and by deed from P. T. Moore and wife, of record in Book 3280, page 363, each in the Register's Office for Davidson County, Tennessee

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Barney H. Blue and Ellen M. Blue 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 said real estate to said Barney H. Blue and Ellen M. Blue 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 Barney H. Blue and Ellen M. Blue

do hereby transfer and convey unto Graham B. Boyce, 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 Barney H. Blue and Ellem M. Blue 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 $insurable value 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 Barney H. Blue and Ellen M. Blue 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 trust 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 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 Barney H. Blue and Ellen M. Blue 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 Graham B. Boyce, 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, I, the said James E. Adams and Barney H. Blue and Ellen M. Blue hereunto set our hands this the 25th day of March 1965.

James E. Adams

Barney H. Blue

Ellen M. Blue

STATE OF TENNESSEE
Davidson County.

Personally appeared before me, R. E. Edwards, a Notary Public in and for said County and State, the within named James E. Adams, Barney H. Blue and Ellen M. Blue

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 Tennessee, this 25th day of March, 1965

R. E. Edwards, Notary Public.

Commission Expires My Commission Expires May 20, 1968

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 _____

INSTALLMENT DEED

FROM

James E. Adams

TO

Barney H. Blue and Ellen M. Blue

501 2 Edmondson Pk

Pike Nash

STATE TAX $ 2.75
PROBATE 50
TOTAL $ 2.25

APR 2 1965

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID APR 2 1965

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

APR 2 12 56 PM '65

RECORDING FEE 1.25
DEP. REG.

TT No. _____

TENNESSEE TITLE CO
320 Union Street
NASHVILLE, TENNE

75090

CORPORATE ACKNOWLEDGMENT
(For Use of Corporations Only)

STATE OF _____
COUNTY OF _____

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 _____, 194___

My commission expires _____

_____
Notary Public

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