Address New Owners: Send tax bills to:

Solomon N. Shannon, et ux Same
3609 Batavia Street
Nashville, Tenn.

BOOK 3878 PAGE 185

Map 92-5
Par. 242
11W 6200

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FORM 1003

FOR AND IN CONSIDERATION OF the sum of Sixteen Thousand ($16,000.00)

DOLLARS

of which $299.64 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 the balance due in sum of $9,212.94 on a certain note dated 23 September 1954, executed by the grantors herein and secured by deed of trust of record in Book 2318, page 1, Register's Office for Davidson County, Tennessee, and said grantee Solomon N. Shannon has further executed a note dated 1 October 1959 payable to W.W. Fordham in the principal sum of $6,487.42 in monthly instalments of $50.00 per month, beginning 5 December 1959 and monthly thereafter until the entire balance is paid in full, payments to be applied first to interest at 6% and balance to principal and said note providing that it would be secured by the trust deed herein executed when title was passed to the property described hereinbelow; it being expressly understood and agreed that the balance of the principal sum due on said last mentioned note as of the last day of January, 1965 is $5,214.53 and that the vendor's lien retained hereinbelow to secure payment of said note shall be substituted for and take place of the trust deed referred to in said note at time of passing of title

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, W. W. Fordham and wife, Maybelle Fordham

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Solomon N. Shannon and wife, Leola N. Shannon

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

Land in Davidson County, Tennessee, being Lot No. 74 on the Map of College Hill Subdivision, Section II, as of record in Book 2133, page 52, Register's Office for Davidson County, Tennessee.

Said Lot No. 74 fronts 90 feet on the southerly margin of Batavia Street and extends back between lines 100 feet on the westerly line and 100.5 on the easterly line to a dead line in the rear measuring 90 feet thereon.

Being the same property conveyed to W. W. Fordham and wife, Maybelle Fordham, by deed from Lemuel Harlin McKissack and wife, Grace McKissack, as of record in Book 2299, page 277, said Register's Office.

This property is improved and is known as 3609 Batavia Street, Nashville, Tennessee, 37209, and is Parcel No. 11W-06200 in the County Tax Assessor's Office.

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 George H. Cate, 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 10 day of February, 19 65.

Solomon N. Shannon

Leola N. Shannon

W. W. Fordham

Maybelle Fordham

RECORDER'S MEMO: Legibility of Writing, Typing or Printing Unsatisfactory in this Document when received.

STATE OF Missouri
COUNTY OF Jackson

Personally appeared before me, The Undersigned, a Notary Public in and for said County and State, the within named W. W. Fordham and wife, Maybelle Fordham 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 Kansas City, Mo. this 10 day of February 19 65.

Commission Expires March 8 1966 [illegible] Notary Public.

STATE OF TENNESSEE
DAVIDSON County

Before me, [illegible], a Notary Public within and for the State and County aforesaid, personally appeared Solomon N. Shannon and wife, Leola N. Shannon, the bargainors, with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes therein contained.

STATE TAX $2.50
PROBATE TAX $1.00
TOTAL $3.50
APR 10 1965
W. O. RANDALL COUNTY CLERK
DAVIDSON COUNTY, TENN.
PAID

WITNESS my hand and official seal at office in Nashville, Tennessee on this the 7th day of April 1965

My commission expires 1-22-68

Notary Public

INSTALLMENT DEED

FROM

W. W. FORDHAM, ET UX

TO

SOLOMON N. SHANNON, ET UX

REGISTER'S OFFICE

STATE OF TENNESSEE
DAVIDSON COUNTY

Received for record this ____ day of ____ A. D. 19__

at ____ o'clock ____ M.,

Noted in Book ____ Page ____

Recorded in Book 3878 Page 185

Recording Fee $ 1.50

FELIX E. DIXON II
REGISTER
DAVIDSON COUNTY
TENN.

By ____ County Register

Published by ____ Dept. Reg.

