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Map 112
P/Par. 8
SD 4345

INSTALLMENT DEED

For and in Consideration of the sum of Three Thousand Fifteen and 00/100 -

($3,015.00) - Dollars,

of which Forty-three and 83/100 ($43.83) - - - - - - - - - - - - - - Dollars,

has been paid in cash by George Frank Campbell and wife, Peggy Campbell

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

Hundred Seventy-one and 17/100 ($2,971.17) - - - - - - - - - - - Dollars,

the said George Frank Campbell and wife, Peggy Campbell have

executed and delivered their one joint promissory note in said amount of even date herewith payable to the order of Joe A. Mann and Charles Burkhalter, as follows: The sum of $43.83 on the 15th day of April, 1965, and thereafter consecutive monthly installments, each for the same amount which includes both principal and interest at the rate of 6% per annum on the unpaid balance payable on the same day of each succeeding month until said principal sum and interest thereon are paid in full.

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, Joe A. Mann and Charles Burkhalter

have this day bargained and sold, and do hereby transfer and convey unto the said George Frank Campbell and wife, Peggy Campbell, their heirs and assigns,

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

A certain tract or parcel of land in the 9 Civil District of Davidson County, Tennessee, described as follows:
Beginning at a point in the center line of Old Charlotte Pike, south 57 deg. west 88.5 feet and south 55 deg. west 140 feet from the most easterly point of the property conveyed to Joe A. Mann and Charles Burkhalter, by deed from Margaret L. Weaver, et al, of record in Book 3845, Page 653, Register's Office for said County; thence with the center line of said Pike as follows: South 56 deg. West 53 feet, south 57 deg. west 40 feet, south 62 deg. west 31.25 feet, south 65 deg. west 43 feet and south 70 deg. west 84 feet to a point; thence north 2 deg. east 85.5 feet to an iron pipe in the center line of Old Charlotte Road, as formerly located; thence with the center line of the same, north 65 deg. east 97 feet and north 61 deg. east 100 feet to an iron pin; thence south 34 deg. east 82.5 feet to the point of beginning.

Being part of the property conveyed to Joe A. Mann and Charles Burkhalter, by deed from Margaret L. Weaver et al, of record in Book 3845, Page 653, said Register's Office.

Grantees in accepting delivery of this deed do so with the understanding that the bearings and distances contained in the description are not guaranteed and no liability shall attach to grantors if any errors are present in the description.
Grantors, their heirs, assigns, and successors, reserves the right to obtain water from the well located on the above described property together with the right of ingress and egress over said property to said well.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said George Frank Campbell and wife, Peggy Campbell 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 George Frank Campbell and wife, Peggy Campbell, 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 George Frank Campbell and wife, Peggy Campbell do hereby transfer and convey unto W. F. Teasley, Jr., 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 George Frank Campbell and wife, Peggy Campbell 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 $ 3,000.00 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 interst 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 George Frank Campbell and wife, Peggy Campbell 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.

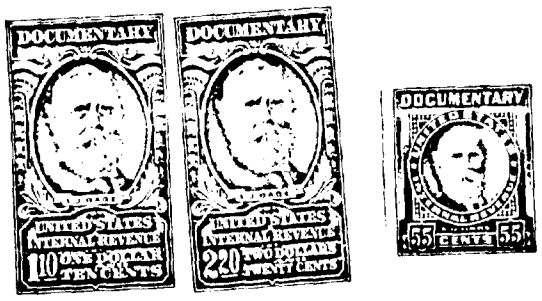
3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to George Frank Campbell and wife, Peggy Campbell 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 W. F. Teasley, Jr., 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, we, the said Joe A. Mann and Charles Burkhalter and George Frank Campbell and wife, Peggy Campbell hereunto set our hands at Nashville, Tennessee, this the 13 day of March 1965



Joe A. Mann

Charles Burkhalter

George Frank Campbell

Peggy Campbell

STATE OF TENNESSEE
Davidson County

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within named Joe A. Mann and Charles Burkhalter; George Frank Campbell and wife, Peggy Campbell

the 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 Nashville Tennessee, this 23 day of March, 1965

[illegible], Notary Public.

Commission Expires 4-28-68

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 _____

STATE OF TENNESSEE
Davidson County

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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 purposes 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

INSTALLMENT DEED

FROM

Joe A. Mann and Charles Burkhalter

TO

George Frank Campbell and wife, Peggy Campbell

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

78286

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

APR 28 12 50 PM '65

NOTED 111 PAGE 467
RECORDING FEE 2.50
DEP. REG. ---

STATE TAX $ 4.50
PROBATE .50
TOTAL $ 5.00

APR 26 1965

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID APR 27 1965

mail W. T. Tuck, Jr.
601 Broad St