Mail tax bills to
Feliciano G. Rivera,
Ocoee Trail, Madison, Tenn.

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MAP 63-2
PAR 73
ITD 33925

INSTALLMENT DEED

For and in Consideration of the sum of SIXTY-FIVE HUNDRED and NO/100 ($6,500.00) Dollars, of which FIFTEEN HUNDRED and NO/100 ($1,500.00) Dollars, has been paid in cash by Feliciano G. Rivera, and wife, Lillian S. Rivera the receipt of which is hereby acknowledged, and for the remainder FIVE THOUSAND and NO/100 ($5,000.00) Dollars, the said Feliciano G. Rivera and wife, Lillian S. Rivera have executed one note of even date herewith, payable to the order of J. P. Alley, conservator, in the principal amount of FIVE THOUSAND and NO/100 ($5,000.00) DOLLARS, secured by the installment deed hereunder, payable in 144 monthly installments of FORTY-EIGHT and 80/100 ($48.80) DOLLARS, per month, which includes principal and interest at the rate of 6% per annum, the first monthly installment being due on the first day of June, 1965, and the others due monthly thereafter until the principal and interest are fully paid. The privilege of prepayment is reserved on said notes upon giving 30 days' written notice before a payment date to the said J. P. Alley, conservator. Each and all of said monthly installments shall bear 6% interest in addition thereto after their due date

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, J. P. Alley, conservator of the estate of Mrs. Frank H. Alley,

have this day bargained and sold, and do hereby transfer and convey unto the said Feliciano G. Rivera, and wife, Lillian S. Rivera heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot. Nos. 68, 69, and 70 on the map of Nawakwa Hills, Powwow addition, Section 2, of Record in Book 974, page 10, Register's office for said County.

Said lots adjoin and front together 150 feet on the westerly side of Ocoee Trail, and run back between parallel lines 150 feet to a deadline.

Being the same property conveyed to Mrs. Elma C. Alley, a widow, by Trustee's deed from Don R. Binkley, of Record in Book 3706, page 110, said Register's office.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Feliciano G. Rivera, and wife, Lillian S. Rivera the said Mrs. Frank H. Alley, a widow, is heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind my heirs and representatives, to warrant and forever defend the title to said real estate to said Feliciano G. Rivera, and wife, Lillian S. Rivera, 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 in hand paid, we, the said Feliciano G. Rivera, and wife, Lillian S. Rivera

do hereby transfer and convey unto Don R. Binkley, 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 Feliciano G. Rivera, and wife, Lillian S. Rivera,

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 $5,000.00 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 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 Feliciano G. Rivera, and wife, Lillian S. Rivera, 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 J. P. Alley, Conservator, 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 Don R. Binkley, Trustee, shall be vested in said successor.

IN WITNESS WHEREOF, we, the said J. P. Alley, conservator, and Feliciano G. Rivera and wife, Lillian S. Rivera hereunto set our hands at Nashville, Tennessee, this the 30th day of April, 19 65

J. P. Alley, Conservator
Lillian S. Rivera
Feliciano G. Rivera

STATE OF TENNESSEE
Davidson County.

Personally appeared before me, Don R. Binkley, a Notary Public in and for said County and State, the within named Feliciano G. Rivera, and wife, Lillian S. Rivera, J. P. Alley, conservator, the bargainor, 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 30th day of April, 19 65.

Commission Expires April 29, 1968 Don R Binkley, Notary Public.

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 _____

BOOK 3888 PAGE 210

INSTALLMENT DEED

FROM

J.P. Alley, Conservator

TO

Feliciano G. Rivera, and wife, Lillian S. Rivera

Attorneys Title Company
Titles Guaranteed

79582

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAY 6 3 30 PM '65

NOTE BOOK 111 PAGE 526
RECORDING FEE $ 2.50
DEP. REG. X

FORM 80 JOSTES & PARKS CO., NASHVILLE

STATE TAX $ 9.75
PROBATE .50
TOTAL $ 10.25

MAY 5 1965

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

PAID MAY [illegible] 1965 mk