Address New Owners & Send Tax Notices to:
Mr. & Mrs. Harry A. Hosey
3039 Lakeshore Drive
Old Hickory, Tennessee

BOOK 3895 PAGE 217

Tax Parcel No. 9/0 - 710

Map No. 18-16

PAR. 38 mm

Installment Deed

FOR AND IN CONSIDERATION of the sum of — $25,000.00 ———

— Twenty Five Thousand and No/100 ——— *Dollars,*

of which —— $2,500.00 ———

— Two Thousand Five Hundred and No/100 ——— *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder — $22,500.00 ——

— Twenty Two Thousand Five Hundred and No/100 ——— *Dollars,*

HARRY A. HOSEY and Wife ALICE BRITTAN HOSEY *have executed*

their one joint note of even date herewith, payable to W. E. PAGE and Wife ELBA CORINNE PAGE, the Grantors herein, in monthly installments of $ 328.71 including interest at 6%, with first payment due June 15, 1965,

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,

W. E. PAGE and Wife ELBA CORINNE PAGE

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

HARRY A. HOSEY and Wife ALICE BRITTAN HOSEY

their (*successors*), *heirs and assigns,*

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

Two tracts or parcels of land in Davidson County, Tennessee, described as follows:

Tract No. 1: Being the northerly part of Lot No. 17 and the southerly part of Lot No. 18 on the Map of J. M. Phipps Addition to Goodlettsville, of record in Book 547, page 151, Register's Office for said County, and described as follows:

BEGINNING at a point 52 feet north of the intersection of the north edge of Lindburg Avenue with the east right-of-way of Tennessee U. S. Highway 41 or Main Street of Goodlettsville, said point being 34 feet from the center of U. S. Highway 41 and 108 feet south of Mrs. White's southwest corner; running thence north 72 3/4 deg. east 170.4 feet to a 10-foot alley; thence with said alley north 15 deg. west 30 feet; thence south 72 3/4 deg. west 171.8 feet to a point in the right-of-way line of U. S. Highway 41, 34 feet from the center of said highway; thence with said U. S. Highway 41, south 17 deg. east 30 feet to the point of beginning.

Being the same property conveyed to W. E. Page and wife, Elba Corinne Page, by deed from W. A. Myers, Sr. and wife Mary Clark Myers, of record in Book 2746, page 490, said Register's Office.

Tract No. 2: Being part of Lot No. 18 of the J. M. Phipps Addition to Goodlettsville as of record in Book 547, page 151, Register's Office for Davidson County, Tennessee, and more particularly described according to a survey made July 31, 1958, by Stephen A. Draper, Surveyor.

BEGINNING at a point on the east margin of U. S. Highway No. 41 on Main Street of the City of Goodlettsville, and said point being 76.1 feet south of the northwest corner of Lot No. 18 on the Map of J. M. Phipps Addition to Goodlettsville of record in Book 547, page 151, said Register's Office, and being the northwest corner of a tract of land conveyed to W. E. Page and wife by deed of record in Book 2746, page 490, said Register's Office; running thence northerly along the east margin of U. S. Highway No. 41 76.1 feet to the northwest corner of Lot No. 18; running thence easterly with the fence 176.7 feet to a point in the west margin of a ten foot alley, which point is the northeast corner of Lot No. 18; running thence in a southerly direction along the west margin of said ten foot alley 67 feet to a point, which point is the northeast corner of said tract of land conveyed to W. E. Page, et ux; running thence in a westerly direction along the north boundary of the W. E. Page property 171.8 feet to the point of beginning.

Being the same property conveyed to W. E. Page and wife, Elba Corinne Page, by deed from W. C. Moncrief and Co., Inc., a Tennessee corporation, of record in Book 2802, page 97, said Register's Office.

This conveyance is made subject to all easements, restrictions and Zoning regulations apparent and of record.

THIS IS IMPROVED PROEPRTY KNOWN AS 505 NORTH MAIN STREET, GOODLETTSVILLE, TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto, belonging, to the said HARRY A. HOSEY and Wife ALICE BRITTAN HOSEY 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 1965 taxes which have been prorated and will be paid by the Grantees.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* HARRY A. HOSEY and wife ALICE BRITTAN HOSEY, 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 HARRY A. HOSEY and Wife ALICE BRITTAN HOSEY *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 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 15th *day of* May, *19* 65.

W. E. Page

W. E. Page

Elba Corinne Page

Elba Corinne Page

Harry A. Hosey

Harry A. Hosey

Alice Brittan Hosey

Alice Brittan Hosey

RECORDER'S MEMO: Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* W. E. PAGE and Wife ELBA CORINNE PAGE, HARRY A. HOSEY And Wife ALICE BRITTAN HOSEY *the within named 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 Goodlettsville, Tennessee *this* 15th *day of* May, *19* 65.

Matt H. Thompson

Notary Public

NOTARY PUBLIC STATE OF TENNESSEE

Commission expires July 31, 1968

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.....

STATE TAX $ 32.50
PROBATE 50
TOTAL $ 35.00

MAY 27 1965

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

PAID MAY 27-1965 CT

INSTALLMENT DEED

FROM W. E. PAGE, et ux

TO HARRY A. HOSEY, et ux

82291

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAY 27 10 22 AM '65

NOTE BOOK ..... PAGE 1049

RECORDING FEE $ 2.50

DEP. REG. .....

$25,000.00

MAIL - THOMSON REALTY CO. GOODLETTSVILLE, TENN.