BOOK 3905 PAGE 193

Map 103-2
Par 82
8DA 47255

INSTALLMENT DEED Prepared by Ross V. Dunn, Attorney, 820 Nashville Bank Trust Building, Nashville, Tennessee.

For and in Consideration of the sum of ($9,000.00)----------

Nine Thousand and No/100th----------Dollars,

of which Five Hundred and No/100th----------Dollars,

has been paid in cash by Billy C. Donnell and wife, Clara W. Donnell

the receipt of which is hereby acknowledged, and for the remainder ($8,500.000----------

Eight Thousand Five Hundred and No/100th----------Dollars,

the said Billy C. Donnell and wife, Clara W. Donnell have

executed and delivered their one certain promissory note in the principal sum of $8,500.00 of even date herewith payable to L. H. Hardaway, two years from date here of, with interest at the rate of 6% per annum, semi annually

(Send Tax Bill to)
L. A. Newman and Company, Inc.,
L & C Tower,
Nashville, Tennesssee.

(Address New Owners as)
Mr. and Mrs. Billy C. Donnell
5215 Franklin Road,
Nashville, Tennessee

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, L. H. Hardaway and wife, Daisie Hardaway

have this day bargained and sold, and do hereby transfer and convey unto the said Billy C. Donnell and wife, Clara W. Donnell, their---------- heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Being Lot No. 7 on the unrecorded Map showing the division of two parts of Lot No. 25 in the subdivision of the C. C. Vernon Farm, of record in book 161, page 164, of the Register's Office for said County, and described according to a survey thereof made by Lewis D. Justice, Deputy County Surveyor, April 30th, 1942, as follows: Beginning at a stake in the center of Richland Creek at the southeast corner of the property conveyed to Wesley M. Beaty and wife, by deed of record in book 1077, page 452, said Register's Office; thence with the center of Richland Creek south 21° 40' east 261 feet to a stake in the center of the creek and in the west margin of a 12 foot alley; thence with the westerly margin of said alley south 3° 10' west 204.4 feet to a stake at the northeast corner of the property conveyed to J.H. and J. V. Raby by deed of record in book 1172, page 171, said Register's Office; thence with Raby's north line, south 86° west 527.5 feet to a stake in the south margin of Burgie Avenue extended; thence north 3° 45' west 138.5 feet to a stake; thence north 79° 10' east 120 feet to a stake at the southeast corner of Lot No. 6 on said unrecorded Plan; thence north 10° 30' west, with the easterly line of Lot No. 6, 210 feet to a stake in the south line of the Beaty Proprty above mentioned; thence with Beaty's south line north 71° 10' east 391.6 feet to the point of beginning, and containing 4.23 acres.
Including but excluding therefrom the southwesterly part of Lot No. 7 conveyed to Woodrow Andersonand wife, Muriel Anderson, by deed from L. H. Hardaway and wife, of record in book 2704, page 592, Register's Office for said County.

Cont on next page.

Being part of the real property to L. H. Hardaway, by deed from Chester Stockton and wife, dated October 30, 1957, filed October 31, 1957, and recorded in book 2702, page 321, Register's Office for said County.
This unimproved property on Burgie Avenue.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Billy C. Donnell and wife, Clara W. Donnell, 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 said real estate to said Billy C. Donnell and wife, Clara W. Donnell, 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, _____, the said Billy C. Donnell and wife, Clara W. Donnell

do hereby transfer and convey unto Ross V. Dunn, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

_____, the said Billy C. Donnell and wife, Clara W. Donnell 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 $ INS. VAL. 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 Billy C. Donnell and wife, Clara W. Donnell 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.

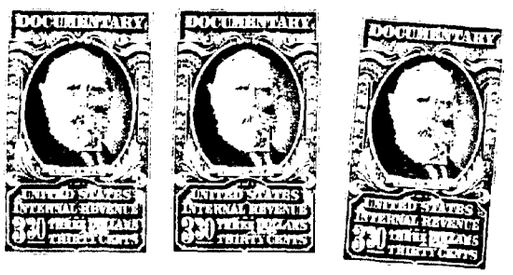
3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to Billy C. Donnell and wife, Clara W. Donnell / 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 Ross V. Dunn, 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 L. H. Hardaway, and wife, Daisie Hardaway and Billy C. Donnell and wife, Clara W. Donnell hereunto set our hands at Nashville, Tennessee, this the 23 day of June 1965.



L. H. Hardaway

Daisie Hardaway

Billy C. Donnell

Clara W. Donnell

STATE OF TENNESSEE
Davidson County

Personally appeared before me, L. H. Hardaway, a Notary Public in and for said County and State, the within named L. H. Hardaway and wife, Daisie Hardaway, Billy C. Donnell and wife, Clara W. Donnell

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 June, 19 65

Commission Expires Oct 25, 1967

L. H. Hardaway, 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 _____

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STATE OF TENNESSEE
Davidson County

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

DO NOT PUBLISH

L. N. Maddux, Jr.
TO
Billy C. Donnell

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

86153

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUN 23 3 31 PM '65

NOTE BOOK 111 PAGE 524
RECORDING FEE $ 2.50
DEP. REG. 2

PAID JUN

JOHN TOLLEY CO. NASHVILLE