Map St. Harvey Woods
2435 Branch St
Nash

BOOK 3907 PAGE 363

Map 72-11
Par. 107
15D 3407.5

INSTALLMENT DEED

For and in Consideration of the sum of Six Thousand, Seven Hundred Fifty ---------- ($6,750.00) ---------- Dollars, of which Three Hundred and No/100 -------- ($300.00) ---------- Dollars, has been paid in cash by Harvey Woods the receipt of which is hereby acknowledged, and for the remainder Six Thousand, Four Hundred Fifty and No/100 ---------- ($6,450.00) ---------- Dollars, the said Harvey Woods (a single person) has executed his promissory note of even date herewith payable in 180 monthly installments of $52.34 per month. The first of said installments falling due on August 1, 1965, and a like amount on the first day of each and every month thereafter until the entire indebtedness has been paid in full. Said installments include interest at the rate of six percent (6%) per annum.

Said note 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, Gussie Seay and husband, Willie Seay,

have this day bargained and sold, and do hereby transfer and convey unto the said Harvey Woods (a single person), his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 11th, formerly the 18th, Civil District of said County and State, being lot No. 6 and the northerly 5 feet of lot No. 7 on the Plan of J. R. Henderson's Subdivision, not of record, described according to a survey made by Boone Denton, Surveyor, March 3, 1926, as follows:

Beginning on the westerly margin of Branch, formerly McKenney Avenue, at the southeast corner of lot No. 5 on said survey conveyed to J. W. Baucom and wife by deed from Louie Estel Johnston and wife, of record in Book 2639, page 619, Register's Office for said County; thence with said Baucom's southern boundary line, westwardly 213.6 feet to said Baucom's southwest corner; thence southwardly 55 feet to the northwest corner of that part of lot No. 7 on said survey conveyed to Mrs. Jeannette Meguiar Meadows by deed from Malcolm L. Barrett and wife, of record in Book 2139, page 545, said Register's Office; thence with said Meadow's northern boundary line, eastwardly 213.6 feet to the westerly margin of said Avenue; thence with same, northwardly 55 feet to the beginning.

Being the same property conveyed to Gussie Seay by deed from James Smiley and wife, Lillian Smiley, of record in Book 3535, page 603, Register's Office for Davidson County, Tennessee.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Harvey Woods (a single person), his 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 Harvey Woods (a single person) his 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 me in hand paid, I, the said Harvey Woods (a single person)

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

I, the said Harvey Woods (a single person)

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 $6,450.00 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.

I 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 I 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 I, the said Harvey Woods (a single person) 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 I 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; I 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. I 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. I 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 Harvey Woods (a single person) 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 James Merritt, 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 Harvey Woods (a single person) and Gussie Seay and husband, Willie Seay, hereunto set our hands at Nashville, Tennessee, this the 24th day of June 1965

This instrument prepared by A. B. Neil, Jr., Attorney at Law, L & C Tower, 19th Floor, Nashville, Tennessee.

Willie Seay
Gussie Seay
Harvey Woods

STATE OF TENNESSEE
Davidson County

Personally appeared before me, A. B. Neil, Jr., a Notary Public in and for said County and State, the within named Harvey Woods, Gussie Seay and husband, Willie Seay,

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 Nashville, Tennessee, this 24th day of June, 1965

A. B. Neil, Notary Public.

Commission Expires 7/25/66

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

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
GUSSIE SEAY AND HUSBAND

TO
WILLIE SEAY

TO
HARVEY WOODS

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

86967

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUN 30 9 09 AM '65

NOTE BOOK 111 PAGE 861
RECORDING FEE $ 2.50
DEP. REG. 2

STATE TAX $ 10.13
PRIVATE .50
TOTAL $ 10.63

JUN 29 1965

H. E. WORRALL
COUNTY CLERK
DAVIDSON COUNTY, TENN.

PAID JUN 29 1965

$1