PREPARED BY
G. H. BRILEY, JR., ATTORNEY
320 UNION STREET
NASHVILLE, TENNESSEE 37219

Tax Parcels 9D-17045 and 9D-17315. Mail tax statements to Wolodymyr Kindrat, Route 1, Hester Beasley Road, Kingston Springs, Tennessee.

(2)

Map 178 - Parcels 16 - 17

BOOK 3909 PAGE 564

FORM 1008

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FOR AND IN CONSIDERATION OF the sum of $10.00
TEN AND NO/100---------- DOLLARS
[redacted] Cash in hand paid by the grantees herein, and other good and valuable considerations, the receipt of which is hereby acknowledged, and the further consideration that the grantees herein assume and agree to pay the remaining unpaid balance of a note dated Nov. 30, 1962, executed by John H. Mangrum and wife, payable to First Federal Savings & Loan Association of Nashville, for the original sum of $10,500.00, with interest at 5¼% per annum, both principal and interest payable $58.00 monthly, beginning, Jan. 1, 1963, and said debt secured by a deed of trust of record in Book 3512, page 125, Register's Office for said Davidson County, Tennessee, and for the further consideration that the granteesherein have executed their one note of even date herewith, payable to the grantors herein, for the sum of $3,000.00, with interest at 5½% per annum, both principal and interest payable $30.00 monthly, beginning one month from date hereof; said payment to be applied first to payment of interest on the principal amount, or so much thereof as shall from time to time remain unpaid, and the balance to be applied to payment of principal until the entire amount is paid in full,

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

WE, BILLY G. MANN AND WIFE, NANCY B. MANN,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

WOLODYMYR KINDRAT AND WIFE, ZAZILIA KINDRAT,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, in the 9th Civil District, described according to a copy of a plat showing the location of improvements made by C.K. McLemore, Surveyor, Franklin, Tennessee, dated November 15, 1962, as follows:
BEGINNING at a stake in the forks of a public road leading into Hester Beasley Road at Mrs. C.H. York's northeast corner; thence along the southerly margin of the Public Road, South 60° East 3 poles; thence leaving said road, South 30° East 52.4 poles to a stake; South 49° East 15.6 poles to a beech; South 47½° East 10 poles to a sugar tree; thence South 67½° East 15.4 poles to the northeast corner of Tract No. 3 asconveyed to Allen Dobson by deed from Rufus Gann, Trustee, as of record in Book 1066, page 417, Register's Office; thence with Dobson's northern boundary line, south 62½° west 140 poles to a sugar tree; thence north 3½° East 86.2 poles to a stake with chestnut and oak pointers, being the southwest corner of Mrs. C.H. York's property; thence with the southern boundary of said Tract, South 77° East 21½ poles to a stake near a large chestnut at the top of a hill; south 47° East 24 poles to a stake; thence north 49° east 23½ poles to a stake, a corner of a tract of 1.43 acres conveyed to David A. King, by deed from Jane E. Batson York, as of record in Book 3376, page 353, Register's Office; thence along the west line of said Tract, North 10½° East 48½ poles to a stake in the west line of a driveway; thence north 35° west 4-1/8 poles to a stake on bank; thence north 45° west 6¼ poles to a stake in bank of low bluff; thence north 1° east 2 poles to an iron pin in rock 10 feet below bridge in center of branch to the point of beginning, containing 36.43 acres, more or less. Being the same property conveyed to John H. Mangrum and wife, Lena Mai Mangrum, by deed from David A. King and wife, as of record in Book 3464, page 433, said Register's Office, and being the same property conveyed to BILLY G. MANN AND WIFE, NANCY B. MANN, by deed from John H. Mangrum and wife, as of record in Book _____, page _____, said Register's Office, being filed for record simultaneously herewith.

This is improved property located at _____ Hester Beasley Road, Nashville, Tennessee; Being Parcel No. 9D-17045. Send tax statement to First Fed. Sav. & Loan Association.

CONT'D. NEXT PAGE

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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 the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto L. M. Nelson 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 grantees 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 insurable value till 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 grantees, 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 6th day of July 19 65

Billy G. Mann
Billy G. Mann

Wolodymyr Kindrat
Wolodymyr Kindrat

Nancy B. Mann
Nancy B. Mann

Zazilia Kindrat
Zazilia Kindrat

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, L. D. Richards, a Notary Public in and for said County and State, the within named Wolodymyr Kindrat and wife, Zazilia Kindrat; Billy G. Mann and wife, Nancy B. Mann; 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 6th day of July 1965

Commission Expires May 1, 1966

L. D. Richards
L. D. Richards, Notary Public.

STATE OF
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 purpose 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

STATE TAX $ 26.93
PROBATE 50
TOTAL $ 27.43

JUL 7 1965

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

PAID JUL 7 - 1965

INSTALLMENT DEED
G-18103-jmm
FROM
BILLY G. MANN, ET UX.
TO
WOLODYMYR KINDRAT, ET UX.

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record this day of A. D. 19 at o'clock M.,
Noted in Book Page
Recorded in Book Page
Recording Fee
By Dept. & Sec.

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN.

Published by
TENNESSEE TITLE COMPANY.