BOOK 3910 PAGE 739

Map 132-2
Par 31 49
CH 6135
CH 6045

Installment Deed

FOR AND IN CONSIDERATION of the sum of EIGHTEEN THOUSAND EIGHT HUNDRED FORTY & NO/100 - - - - - - - - - - - - - - ($18,840.00) - - - - - - *Dollars,* for which sum William M. Clark and wife, Joan R. Clark, have executed one note of even date herewith, payable to Sam L. Clark, Jr., Alice Clark Merritt and Margaret Clark Moulton, in one hundred twenty (120) monthly installments of $157.00 each, without interest, the first of such installments being due on the 1st day of January, 1965, and one on the 1st day of each succeeding month thereafter until all are paid,

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, Sam L. Clark, Jr. and wife, Elizabeth J. Clark; Alice Clark Merritt and husband, C. R. Merritt; and Margaret Clark Moulton and husband, D. M. Moulton,

have this day bargained and sold, and do hereby transfer and convey unto the said William M. Clark and wife, Joan R. Clark, their

heirs and assigns, all of our right, title and interest in and to

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

TRACT NO. 1: Being Lot No. 28 on the Revised Plat of parts of Thompson's Glen Leven Subdivision, of record in Plan Book 3, page 20, Chancery Court at Nashville, described as follows:
Beginning on the easterly margin of Glen Leven Road, at a point 325.2 feet north of the northerly margin of a 25 foot private road, being the corner of Lots Nos. 28 and 29; thence with the line between said two lots eastwardly 333 feet to the common corner of Lots Nos. 21, 22, 28 and 29; thence with the line between said Lots Nos. 22 and 28, northwardly 250 feet to the common corner of Lots Nos. 22, 23, 27 and 28; thence with the line between lots Nos. 27 and 28, westwardly 346.5 feet to the easterly margin of Glen Leven Road; thence with same, southwardly 250.2 feet to the beginning, containing 1.93 acres, more or less.
Said property was devised to Sam, William, Alice and Margaret Clark by will of Sam L. Clark, deceased, recorded in Will Book 73, page 181, County Court for Davidson County, Tennessee.

TRACT NO. 2: Being part of Lot No. 30 on the revised plat of parts of Thompson's Glen Leven Subdivision, made October 1934 by W.B. Southgate, Surveyor, and of record in Plan Book 3, page 20, Chancery Court of Davidson County, Tennessee. Said part of Lot No. 30 is described as follows:

Beginning at an oak tree on the westerly margin of Glen Leven Road, the southeast corner of said Lot 30; thence north 70° west 88 feet to the center of a branch or creek; thence with the center of said branch or creek, north 14-1/2° west 425 feet, more or less, to a point opposite to and in the line of the extension of the dividing line between lots 26 and 27 in said plan; thence eastwardly with the dividing line between said two lots 125 feet, more or less, to a point in the westerly margin of Glen Leven Road opposite the common corner of Lots 26 and 27 on Glen Leven Road; thence southwesterly and southerly with the westerly margin of Glen Leven Road, 450 feet, more or less, to the point of beginning.

Being the same real property conveyed to Sam L. Clark and wife, Nettie Lee Clark, by deed from R. W. Bratton and wife, recorded in Book 962, page 178, Register's Office for Davidson County, Tennessee, the said Nettie Lee Clark and Sam L. Clark having since died.
Said property was devised to Sam, William, Alice and Margaret Clark by will of Sam L. Clark, deceased, recorded in Will Book 73, page 181, County Court for Davidson County, Tennessee.

This is improved property, known as 814 Glen Leven Drive, Nashville, Tennessee

Send tax statements to William M. Clark, 814 Glen Leven Drive, Nashville, Tenn.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said William M. Clark and wife, Joan R. Clark, 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 taxes

We ..... *further covenant and bind* ourselves, our ..... *heirs and representatives, to warrant and forever defend the title to said real estate to said* William M. Clark and wife, Joan R. Clark, 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 William M. Clark and wife, Joan R. Clark ..... *hereinafter referred to as trustors, hereby transfer and convey unto* Wm. F. Carpenter, Jr. ..... *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 $....., or 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 11 *day of* March, *19* 65

William M. Clark
(William M. Clark)

Joan R. Clark
(Joan R. Clark)

Sam L. Clark Jr.
(Sam L. Clark, Jr.)

Elizabeth J. Clark
(Elizabeth J. Clark)

Alice Clark Merritt
(Alice Clark Merritt)

C.R. Merritt
(C. R. Merritt)

Margaret Clark Moulton
(Margaret Clark Moulton)

D. M. Moulton
(D. M. Moulton)

STATE OF Missouri
COUNTY OF St Louis

Dorothy J. Miller

Personally appeared before me, ~~Sam L. Clark, Jr. or Elizabeth J. Clark~~ *a Notary Public in and for said County and State,* Sam L. Clark, Jr. and wife, Elizabeth J. Clark

the within named 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 St Louis, Missouri
this 11 *day of* March *19* 65

Dorothy J. Miller *Notary Public*

Commission expires 8-4-68

STATE TAX $ 25.26
PROBATE .50
TOTAL $ 25.76

JUL 12 1965
PAID JUL 12 1965
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, Paralee T. Haralson, a Notary Public in and for said County and State, Alice Clark Merritt and husband, C. R. Merritt, 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 Nashville, Tennessee this 12th day of July, 1965.

Notary Public

Commission expires

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, [illegible], a Notary Public in and for said County and State, William M. Clark and wife, Joan R. Clark, 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 Nashville this 16th day of June, 1965.

Linda Taylor
Notary Public

Commission expires By Commission Expires Nov. 5, 1968

Notary Public

Commission expires

STATE OF Massachusetts
COUNTY OF Plymouth

Personally appeared before me, Paul B. Mac Donald, a Notary Public in and for said County and State, Margaret Clark Moulton and husband, D. M. Moulton, 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 Norwell Plymouth County Mass. this 8th day of May, 1965.

Paul B MacDonald
Notary Public

Commission expires May 7 1966

INSTALLMENT DEED

FROM Sam L. Clark, Jr. Et Ux ET AL

TO William M. Clark, Et Ux

83243

FILED FOR RECORD AND RECORDED IN REGISTER'S OFFICE

JUL 12 11 07 65

112 PAGE 23

RECORDING FEE 3.25

DEP. REG. MM

Compliments of
Guaranty Title Company
A Division of