Map 103-1
Par. 124.1-124.2
8DA48270
8DA48280

FORM 1003

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

BOOK 3911 PAGE 273

FOR AND IN CONSIDERATION OF the sum of Three Thousand, Five Hundred and no/100 ----------($3,500.00)---------- DOLLARS

of which $ 250.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed and delivered to grantors their joint promissory note, of even date herewith in the principal amount of Three Thousand, Two Hundred Fifty and no/100 ($3,250.00) Dollars, payable, with interest at 6% per annum, calculated monthly on the unpaid balance, to the order of grantors in 108 monthly installments of Thirty-nine and 2/100 (39.02) Dollars each, beginning one month after date hereof.

Payments as made, to be applied: first, to interest to date of payment; and balance, to principal -

This instrument prepared by:
O.B. Hofstetter,
American Trust Bldg.,
Nashville, Tenn.

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, James T. Watts and wife, Elizabeth E. Watts

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

David T. Dudley and wife, Janette M. Dudley

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

Being part of Lot No. 5 on the Map of the Division of Jackson Place, as of record in Book 1130, page 59, Register's Office for said County, and described according to a survey made by Z. J. Wilkinson, Surveyor, dated Mar. 25, 1959, as follows:
BEGINNING at a point in the dividing line between the property herein described, and the property conveyed to George Mays and wife, by deed of record in Book 2137, page 116; subsequently owned by National Life & Accident Insurance Company, also being the northeast corner of the property original conveyed to Clyde H. Staggs, et al, as of record in Book 2993, page 119; thence with what was Staggs' northerly line, parallel to the south margin of Watts Lane, westerly 160 feet to a point in the easterly line of the property conveyed to Jesse G. Hamer and wife, by deed in Book 2538, page 638; thence with Hamer's easterly line, northerly 260 feet to a point; thence easterly parallel to Watts Lane, 160 feet more or less to a point; thence southerly 260 feet to a point, being the point of beginning, together with the right of ingress and egress and the use to a 20-foot right of way set out in the instrument of record in Book 3400, page 325, said Register's Office.
Being the same property conveyed to James T. Watts and wife, Elizabeth E. Watts, by deed from Clifford L. Goodman and wife, as of record in Book 3769, page 93, and by deed from Clinton Goodman and wife, as of record in Book 3818, page 268, both in said Register's Office.

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, except by 1965 taxes, and limitations set out in instrument recorded in Book 3400, page 325, R.O.D.C., Tennessee. 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 Wm. S. Hofstetter 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 $ 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 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 7th day of July 1965

James T. Watts
Elizabeth E. Watts
Janette M. Dudley
David T. Dudley

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within named James T. Watts and wife Elizabeth E. Watts and David T. Dudley and wife Janette M. Dudley, the bargainor, 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.

Commission Expires 4-4-66 G. H. Wall, 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 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

STATE TAX $
PROBATE $
TOTAL $ .50
JUL 13 1965
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

JAMES T. WATTS, ET UX

TO

DAVID T. DUDLEY, ET UX

REGISTER'S OFFICE

STATE OF TENNESSEE
DAVIDSON COUNTY

Received for record this 13th day of JULY A.D. 1965 at 9 o'clock A M., and Noted in Book 3911 Page 274 Recorded in Book 3911 Page 274 Recording Fee $ 2.00

County Register

By Dept. Reg.

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