Address new owner as:
Colonial Realty Company
600 Thompson Lane
Nashville, Tennessee

Send Tax Bills to:
Colonial Realty Company
600 Thompson Lane
Nashville, Tennessee

Map - Parcel Number
71-16 20
12DA 45320 R/B

INSTALLMENT DEED

BOOK 3917 PAGE 127

For and in Consideration of the sum of Forty-Thousand, Ten and No/100 ---------- ----------($40,010.00) ---------- Dollars, of which Ten and No/100 ----------($10.00) ---------- Dollars, has been paid in cash by Colonial Realty Company the receipt of which is hereby acknowledged, and for the remainder Forty Thousand and No/100 ----------($40,000.00) ---------- Dollars, the said Colonial Realty Company has executed it's four equal promissory notes of even date herewith, in the principal amount of $10,000.00 each, payable monthly at the rate of $193.33 each, including interest at the rate of 6% per annum, beginning on August 12, 1965, and on the 12th of each month thereafter until paid in full, payable as follows:

Note #1 $10,000.00 to Henry H. Cook and wife, Margaret Cook
Note #2 $10,000.00 to Arthur H. Sanders and wife, Winnie B. Sanders
Note #3 $10,000.00 to Edward R. Sanders and wife, Dorothy Sanders
Note #4 $10,000.00 to Johnnie O. Doyle and wife, Lillian Doyle

The Four notes are of equal statute and default in one shall constitute default in all.

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, We, Henry H. (H.H.) Cook, Arthur H. (A.H.) Sanders, Edward R. (E.R.) Sanders, and Johnnie O. (J.O.) Doyle have this day bargained and sold, and do hereby transfer and convey unto the said Colonial Realty Company it's successors ~~xxxx~~ and assigns, certain real estate in Davidson County, Tennessee, as follows:

Tract No. 1:

Being Lots Nos. 23 and 24 on the Plat of the subdivision of the Joe Browne Estate, as of record in Book 843, Page 107, Register's Office for said County.

Said Lots Nos. 23 and 24 front together 115 feet on the westerly side of Jones Avenue and run back 93 feet 1 inch on the northerly line and 90 feet on the southerly line with the northerly margin of Mile End Avenue to an alley, measuring 115 feet thereon.

Said Lot No. 23 being the same property conveyed to H. H. Cook, J. O. Doyle, E. R. Sanders, and A. H. Sanders by deed from Mellie V. Latimer, et al, of record in Book 2447, Page 327, and said Lot No. 24 being the same property conveyed to H. H. Cook, Arthur H. Sanders, Edward R. Sanders, and Johnnie O. Doyle by deed from D. E. Rawls and wife of record in Book 1371, page 347, said Register's Office.

Tract No. 2:

Being the southerly 50 feet on the northerly 100 feet of the westerly 125 feet of lot 1 on the Plan of A. B. Spain's subdivision, of the Lischey Garden, as of record in Book 161, page 116, Register's Office for said County. Said part of Lot 1 fronts 50 feet on the easterly side of Jones Avenue and extends back between parallel lines 125 feet to a dead line. Being the same property conveydd to H. H. Cook. A. H. Sanders, E. R. Sanders, and J. O. Doyle by deed from C. M. Richmond, Jr. and wife, Katherine Richmond, of record in Book 3097, Page 53, said Register's Office. Together with an easement for right to use of an 8 foot wide alleyway along the westerly side of the premises conveyed to Robert Perry Ausbrook, Sr., et ux by deed of record in Book 3073, Page 421, said Register's Office so that the grantees herein; their heirs and assigns shall have the right to the use of the 8 foot wide alleyway as an entrance and exit into and out of the rear of the above described property from and into Douglas Avenue formerly Mile End Avenue.

Tract 1 is improved property, known as 605 Mile End Avenue, Nashville Tennessee
Tract II is unimproved property, known as Jones, Avenue, Nashville, Tennessee

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Colonial Realty Company, it's successors 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 Colonial Realty Company it's successors 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 in hand paid, , the said Colonial Realty Company

do/es hereby transfer and convey unto R. E. Compton, 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 Colonial Realty Company

do/es 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 $ 40,000.00 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.

The said Colonial Realty Company / 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 it fails 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 , the said Colonial Realty Company 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 it fails 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; it fails 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. The said Colonial Realty Company / 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. The said Colonial Realty Company / 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 Colonial Realty Company, it's 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 R. E. Compton, 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 Henry H. (H.H.) Cook, Arthur H. (A.H.) Sanders, Edward R. (E.R.) Sanders & Johnnie O. (J.O.) Doyle and / Colonial Realty Company hereunto set our hands at Nashville, Tennessee, this the 12th day of July, 1965

Colonial Realty Company

By: [signature]

Attest [signature]
Secretary

[signature] Henry H. (H.H.) Cook

[signature] Arthur H. (AH) Sanders

[signature] Edward R. (ER) Sanders

[signature] Johnnie O. Doyle (J.O.) Doyle

STATE OF TENNESSEE
Davidson County

Personally appeared before me, R. C. VARDELL, a Notary Public in and for said County and State, the within named Henry H. (H.H.) Cook, Arthur H. (A.H.) Sanders, Edward R. (E.R.) Sanders and Johnnie O. (J.O.) Doyle,

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 12th day of July, 1965

Commission Expires Feb. 7, 1968

[signature], 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 _____

STATE OF TENNESSEE
Davidson County

Before me, James M. Edwards, a Notary Public within and for the State and County aforesaid, personally appeared Charles S. Ragland and George M. Paulos with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the President and Secretary respectively of the Colonial Realty Company the within named bargainor, a corporation, and that (he / they) as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Charles S. Ragland as such President, and attesting the same by the said George M. Paulos as such ~~President~~ Secretary

Witness my hand and official seal at office at Nashville, on this the 12th day of July, 1965

My commission expires October 24 1965

James M. Edwards
Notary Public

INSTALLMENT DEED

FROM Henry H. (H.H.) Cook, et al

TO Colonial Realty Company

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

90690

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUL 28 1 47 PM '65

NOTED: BOOK 1112 PAGE 134
RECORDING FEE $ 2.75
DEP. REG. ---

Prepared by:
William F. Burton, Jr. Atty.
915 Stahlman Building
Nashville, Tennessee

STATE TAX $ 2.50
PROBATE .50
TOTAL $ 3.00

JUL 26 1965

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

PAID JUL 28 1965

776073