il tax Statement to
Oscar S Dean - Same
3841 Hydeo Ferry Rd.
MAP 69-11
PAR. 56
136 4850 R.R.

INSTALLMENT DEED | J. R. WEST FORM | THE GUARANTY TITLE COMPANY

BOOK 3917 PAGE 202

For and in Consideration of the sum of Ten Thousand-Five-Hundred ($10,500.00) Dollars,

of which One-Thousand Dollars,

has been paid in cash by Oscar S.Dean and wife,Lillie Harris Dean

the receipt of which is hereby acknowledged, and for the remainder Nine-Thousand-Five-Hundred Dollars,

the said Oscar S.Dean and wife, Lillie Harris Dean ha ve executed one installment deed note in the principal sum of Five-Thousand-Four-Hundred- Ten Dollars, payable to Joe E.Clark and wife, Floy M.Clark, payable in monthly installments of $ 65.00 each, including interest at the rate of 6% per annum,the first payment being due on the 15th day of August,1965, and one instalemt deed note in the principal amount of Four-Thouand-Ninety-Dollars, payable to Joe E.Clark and wife,Fly M.Clark, at $35.00 per month, including interest at the rate of 6% per annum, the first installment of said note being due on the 15th August,1965. It is a part of the consideration that upom the first of said notes being paid in full the monthly installments of said second note shall be increased to $ 100.00 per month, including interest at the rate of 6% per annum.

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, Joe E.Clark and wife, Floy M.Clark

have this day bargained and sold, and do hereby transfer and convey unto the said Oscar S.Dean and wife Lillie Harris Dean heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the 13th Civil District of Davidson County, Tennessee, and being part of the M.W. Brown Farm of record in book 1733,Page 231, Register's Office for said County, and being part of tract No.3 of a plan of said farm, not of record.

Beginning in the southerly margin of a 25 foot lane, said beginning point is 25 feet south of the northeast corner of property conveyed to Willie McCall and wife, Lora McCall by deed from Mosco Brown and wife, of record in Book 1969 page 246, Register's Office for said County; thence with Brown's east line, south 18 degrees 15 point east 200 feet; thence westwardly 75 feet; thence northwardly 200 feet to the southerly margin of a 25 foot lane; thence with said lane eastwardly 75 feet to the beginning.

Being the same real property conveyed to Joe E.Clark and wife,Floy M.Clark by deed from James Utley and wife, of record in book 2635 page 560, Register's Office for said County.

This instrument prepared by Robert L. Falk
320 Nashville Trust Bldg. Nashville, Tenn.

BOOK 3815 PAGE 503

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Oscar S.Dean and wife,Lillie Harris Dean 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 Oscar S.Dean and wife Lillie Harris Dean 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 Oscar S.Dean and wife Lillie Harris Dean do hereby transfer and convey unto Robert H.Polk, 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 Oscar S.Dean and wife, Lillie Harris Dean 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 $ maximum/coverage fire & extended 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 Oscar S.Dean and wife,Lillie Harris Dean 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 trust 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 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 Oscar S.Dean and wife,Lille HarrisDean 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 Robert H.Polk, Trustee, shall be vested in said successor.

IN WITNESS WHEREOF, we, the said Joe E.Clark and wife Floy M.Clark and Oscar S.Dean and wife,Lillie Harris Dean hereunto set our hands at Davidson County, Tennessee, this the 14 day of July 1965

Joe E. Clark

Floy M. Clark

Oscar S. Dean

Lillie Harris Dean



STATE OF TENNESSEE
Davidson County.

Personally appeared before me, Rolande R. Elliott, a Notary Public in and for said County and State, the within named Oscar S.Dean and wife Lillie Harris Dean

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 Davidson County, Tennessee, this 14th day of July, 1965

Commission Expires October 25, 1965 Rolande R. Elliott, Notary Public.

STATE OF Tennessee
Hamilton County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named Joe E.Clark and wife, Floy M.Clark

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 Chattanooga, Tenn. this 14th day of July, 1965

Commission Expires 1-16-67 _____, Notary Public.

INSTALLMENT DEED

FROM

Clark, Joe E., etux

TO

Dean, Oscar S

The Guaranty Title Co.

Titles Guaranteed

Abstracts of Titles

225 Third Ave., North
NASHVILLE, TENN.

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

JUL 28 2 58 PM '65

NOTE BOOK 1109 PAGE 135
RECORDING FEE $ 2.50
DEP. REG.

80721

FORM 104 FOSTER & PARKES CO., NASHVILLE

BOOK 3917 PAGE 205

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID JUL 28 1965

JUL 28 1965

STATE TAX $ 15.25
PROBATE 50
TOTAL $ 15.75

BOOK 3211 PAGE 204