BOOK 3921 PAGE 266

NAME & ADDRESS NEW OWNERS:

Richard Lee Hargis and wife,
Anita Jones Hargis
1512 Gale Lane
Nashville, Tennessee 37212

SEND TAX STATEMENTS TO:

First Federal Savings
Union at Fourth
Nashville, Tennessee 37219

PARCEL NO. W24-14790
MAP 117-08
Par 195

MS.

INSTALLMENT DEED

For and in consideration of the sum of Nine Thousand Five Hundred and No/100 ($9,500.00) Dollars, of which Two Thousand and No/100 ($2,000.00) Dollars has been paid in cash by Richard Lee Hargis and wife, Anita Jones Hargis, the receipt of which is hereby acknowledged, and for the remainder Seven Thousand Five Hundred and No/100 ($7,500.00) Dollars, the said Richard Lee Hargis and wife, Anita Jones Hargis, have executed their one joint promissory note, of even date herewith, payable to the order of First Federal Savings & Loan Association of Nashville, in the sum of Seven Thousand Five Hundred and No/100 ($7,500.00) Dollars, payable including interest at the rate of five per cent per annum and a service fee of one per cent per annum in monthly installments of Fifty-three and 74/100 ($53.74) Dollars, beginning on the first day of September, 1965. Extra payments may be made at any time and interest will be charged only on the unpaid balance. Said note provides for the payment of attorney's fees, and to secure the payment of said note, principal, interest and service fee, and attorney's fees, a lien is expressly retained on the land herein conveyed. Said First Federal Savings & Loan Association of Nashville, a savings and loan association chartered under the laws of the United States, has this day bargained and sold, and does hereby transfer and convey unto the said Richard Lee Hargis and wife, Anita Jones Hargis, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the easterly 60 feet front of Lot No. 242 on the Map of Victoria Place, as of record in Book 332, page 10, Register's Office for said County.

This instrument prepared by
STEPHENSON, LACKEY & HOLMAN
First Federal Building
Nashville, Tenn. 37219

Said part of said lot fronts 60 feet on the northerly side of Gale Avenue and runs back 215.5 feet on the easterly line and 223.3 feet more or less on the westerly line to an alley, measuring 59-1/2 feet thereon.

Being the same property conveyed to First Federal Savings & Loan Association of Nashville, by deed from T. I. Holman, Jr., Substitute Trustee, as of record in Book 3891, page 668, and as re-recorded in Book 3919, page 626, in said Register's Office.

This property is improved and known as 1512 Gale Lane, Nashville, Tennessee 37212

Including also all heating, plumbing and lighting fixtures, door and window screens, shades and equipment now or hereafter attached to or used in connection with the real estate herein described.

To have and to hold said estate with the appurtenances, estate, title and interest thereto belonging to the said Richard Lee Hargis and wife, Anita Jones Hargis, their heirs and assigns forever. Said First Federal Savings & Loan Association of Nashville warrants that it has not done or suffered anything to be done by any person claiming by, through or under it, whereby said real estate has been encumbered in any way; but it does not warrant further or otherwise.

Said First Federal Savings & Loan Association of Nashville covenants and binds itself, its successors and assigns, to warrant and forever defend the title as herein conveyed and warranted, to said real estate to the said Richard Lee Hargis and wife, Anita Jones Hargis, their heirs and assigns, against the lawful claims of all persons claiming by, through, or under it.

And now, for the purpose of better and more effectually securing the payment of said lien note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said note or any installment due thereunder as they mature, as herein provided, and for the consideration of One Dollar , to us in hand paid, we, the said Richard Lee Hargis and

wife, Anita Jones Hargis, do hereby transfer and convey unto T. I. Holman, Jr., 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 Richard Lee Hargis and wife, Anita Jones Hargis, do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured against the hazards of fire and windstorm in some reliable insurance company or companies for at least the sum of $7,500.00, until the note 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 and holder of said note, as its or their interest may appear.

In addition to the installments to be paid upon said note, applicable to principal and interest, we, the said Richard Lee Hargis and wife, Anita Jones Hargis, also agree to pay to the holder of said note each month, one-twelfth of the estimated annual aggregate Metropolitan Nashville - Davidson County taxes, or any special assessments made against said property, and one-twelfth or one-thirty-sixth of premiums for fire and windstorm insurance, dependent upon whether the policies are written for one or three years, which we are required to pay as herein otherwise provided, and the holder of said note agrees to hold said sums so paid to it in trust, and to apply the same to the payment of taxes and insurance premiums as the same become due; and, the right of the holder of said note to declare a default and foreclose, as herein provided, shall equally apply to defaults in the payment of said monthly installments for the payment of taxes and insurance.

We further agree to keep the improvements on said property in good repair and preservation, and to pay all tax and insurance installments 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 note may do any or all of these things, and

charge and treat the sum or sums so advanced or expended as part of the indebtedness secured herein, the same to bear interest from the date of such advance or payment.

Now, if we, the said Richard Lee Hargis and wife, Anita Jones Hargis, shall make the payments on said note aforesaid when due, according to its 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 installments or part thereof, promptly at maturity, or if failing to pay tax and insurance payments, 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 advanced or expended by said Trustee, or lawful owner and holder of said note, and such default shall continue for thirty days, then this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said note, the entire balance remaining unpaid 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 Courthouse in said County to the highest and best 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 successors 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 payment of any one installment, 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 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:

First: To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorneys fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the exeuction of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

Second: To the payment of all unpaid taxes and insurance premiums.

Third: To the payment of the balance due on the note herein secured, and any and all sums expended in the protection of said property, as herein authorized.

Fourth: The residue, if any, will be paid to Richard Lee Hargis and wife, Anita Jones Hargis, their representatives or assigns.

In case of the death, absence, resignation, inbility or refusal to act of said Trustee, or any successor Trustee, at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien 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 T. I. Holman, Jr., Trustee, shall be vested in said successor.

Said Trustee or his successor 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, said First Federal Savings & Loan Association of Nashville has caused its name to be signed by its

duly authorized officers and its corporate seal affixed, and we, Richard Lee Hargis and wife, Anita Jones Hargis, hereunto set our hands at Nashville, Tennessee, this 6th day of August, 1965.

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF NASHVILLE

BY: Leslie E. Kidwell
Assistant Vice President

ATTEST:

Margie J. Wilkerson
Secretary

Richard Lee Hargis
Richard Lee Hargis

Anita Jones Hargis
Anita Jones Hargis

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Robert C. McClarson, a Notary Public in and for the state and county aforesaid, personally appeared Leslie E. Kidwell and Margie J. Wilkerson, with whom I am personally acquainted and who upon oath acknowledged themselves to be the Assistant Vice President and Secretary, respectively, of the First Federal Savings and Loan Association of Nashville, the within named barginor, a corporation, and that they as such Assistant Vice President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the said Leslie E. Kidwell as such Assistant Vice President, and attesting the same by the said Margie J. Wilkerson, as such Secretary.

Witness my hand and official seal at office in Nashville, Tennessee, this the 6th day of August, 1965.

Robert C. McClarson
Notary Public

My commission expires:
11-2-65

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Robert C. Atkinson, a Notary Public in and for the state and county aforesaid, personally appeared the within named Richard Lee Hargis and wife, Anita Jones Hargis 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 6th day of August, 1965.

Robert C. Atkinson
Notary Public

My commission expires:
11-2-65

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92311

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

AUG 9 3 20 PM '65

NOTED: BOOK 112 PAGE 208
RECORDING FEE $ 4.75
DEP. REG. CS

DOCUMENTARY 5 CENTS
DOCUMENTARY 10 CENTS

Tub = 7 cent Federal

STATE TAX $ 14.25
PROBATE 50
TOTAL $ 14.75

AUG 9 1965

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID AUG 9 - 1965