Prepared by Brown & Stettmeier
2208 Franklin Road

Map 5
P/o Parcel
14D 371 C

BOOK 3929 PAGE 548

INSTALLMENT DEED

Owner; Taxes paid by Girvis C. Pryor

For and in Consideration of the sum of Route 1 Joelton, Tenn

Twelve Thousand five hundred and no/100th----------($12,500.00 Dollars,

of which Two Thousand Five Hundred and no/100th---------($2,500.00) Dollars,

has been paid in cash by Girvis C. Pryor and wife Edith West Pryor

the receipt of which is hereby acknowledged, and for the remainder

Ten Thousand and no/100th----------($10,000.00) Dollars,

the said Girvis C. Pryor and wife Edith West Pryor have

Have executed their one principal note of even date in the principal sum of Ten Thousand and no/100th Dollars ($10,000.00), payable to grantor in 240 monthly installments of $71.65, which includes principal and interest at the rate of six percent per annum, with the first payment to be due on October 1, 1965 and the final payment, if not paid sooner, to be paid on September 1, 1985. This note may be prepaid in full or in part, at any time, without penalty.

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, I, Pauline Lancaster Cook (a widow)

have this day bargained and sold, and do hereby transfer and convey unto the said

Girvis C. Pryor and wife Edith West Pryor heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: A piece of land in the 14th Civil District of Davidson County, Tennessee, beginning at an iron spike in the center line of Baxter Road, a corner to Mrs. Pauline Lancaster Cook and the southeast corner of this land, thence with said center line north 83°40' west 128 feet to a point, a corner to William H. Cook; thence with the line of said Cook north 4°30' east 192 feet to a point, a corner in the line of said Cook; thence with the line of said Cook north 83°40' west 168 feet to a point, a corner to said Cook in the line of Louis Goad; thence with a fence along the east side of an abandoned road bed and the lines of said Goad and T.J. Baxter north 4°30' east 1,696 feet to a 10 inch white oak, a corner in the line of said Baxter; thence with a fence and the line of said Baxter south 86° 00' east 265.5 feet to a stake, a corner to aforesaid Mrs. Cook in the line of said Baxter; thence with the line of said Mrs.Cook as follows: south 3°45' west 145 feet to a 12 inch white oak; south 27°40' east 92.5 feet to a marked 6 inch hickory; south 3°20' west 82 feet to a marked 10 inch poplar near the southeast corner of a barn; south 41° 20' west 81.5 feet to a stake;south 3°45' west 958 feet to a stake; north 86°15' west 20 feet to a stake;south 3°45' west 65 feet to a stake; south 86°15' east 20 feet to a stake 10 feet south of the south end of a barn;south 3°45' west 515.5 feet to the beginning, containing 11.62 acres more or less and being a portion of the real estate conveyed by Velma Louise Brown et vir W.H. Brown to W.T. Cook et ux Pauline Lancaster Cook by a deed of record in the Office of the Register for Davidson County, Tennessee, in Deed Book 2652, page 293.Said description is taken from and according to a survey prepared by John A. Alley, Surveyor, dated August 13, 1965.
Being part of the same property conveyed to W.T.Cook and wife Pauline Lancaster Cook by deed from Velma Louise Brown and husband W.H.Brown as of record in Book 2332, page 495, R.O.D.C. and also the same property conveyed to William Herschal Cook and wife Myrtle Imogene Cook by installment deed from W.T.Cook and wife Pauline Lancaster Cook as of record in Book 2652, page 76 R.O.D.C.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Girvis C. Pryor and wife Edith West Pryor heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Girvis C. Pryor and wife Edith West Pryor 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 Girvis C. Pryor and wife Edith West Pryor do hereby transfer and convey unto R. W. Steltemeier, 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 Girvis C. Pryor and wife Edith West Pryor 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 $ 6,000.00 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.

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 Girvis C. Pryor and wife Edith West Pryor 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 Girvis C. Pryor and wife Edith West Pryor 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. W. Steltemeier, Jr., 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 Girvis C. Pryor and wife Edith West Pryor and Pauline Lancaster Cook, William Herschal Cook, Myrtle Imogene Cook hereunto set our hands at Nashville, Tennessee, this the 26 day of August 1960

Pauline Lancaster Cook
William Herschal Cook
Myrtle Imogene Cook
Girvis C Pryor
Edith West Pryor

STATE OF TENNESSEE
Davidson County

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named Girvis C. Pryor and wife Edith West Pryor, Pauline Lancaster Cook, William Herschal Cook, Myrtle Imogene Cook

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 26 day of August, 1960

My Commission Expires May 19, 1969

Lester Akers, Notary Public.

Commission Expires

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, _____, 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

INSTALLMENT DEED

FROM
Pauline Lancaster Cook

TO
Virgil C. Pryor and wife
Edith West Pryor

Attorneys Title Company
Titles Guaranteed

95431

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

NASHVILLE, TENN.
AUG 31 9 04 AM '65
NOTED: BOOK 112 PAGE 349
RECORDING FEE $ 2.50
DEP. REG. ----

STATE TAX $ 18.75
PROBATE 50
TOTAL $ 19.25

R. E. WORKMAN
COUNTY COURT CLERK
DAVIDSON COUNTY

PAID AUG 31 1965