This Instrument Prepared By
R. Marshall, Attorney
Nashville, Tennessee

Installment Deed

BOOK 3932 PAGE 447

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Frank N. Tharpe, et ux (NAME)	Frank N. Tharpe, et ux (NAME)	1W16200
1617-5th Ave., North (STREET ADDRESS OR ROUTE NUMBER)	1617-5th Ave., North (STREET ADDRESS)	Map 82-5
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee (CITY) (ZONE) (STATE)	Par. 44

FOR AND IN CONSIDERATION of the sum of Eight Thousand Nine Hundred Fifty ($8,950.00) ---------- *Dollars,*

of which Seven Hundred ($700.00) ---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Eight Thousand Two Hundred Fifty ($8,250.00) ---------- *Dollars,*

the Grantees herein, Frank N. Tharpe and wife, Marian S. Tharpe, hereby assume and agree to pay, according to its terms, a certain ~~XXXXXXXXXXX~~ mortgage indebtedness in the principal sum of $5,500.00, payable to First Federal Savings & Loan Association of Nashville, dated August 14, 1965, secured by deed of trust executed by Grantors herein in favor of Louis R. Linx, Trustee, of record in Book 3924, page 193, Register's Office of Davidson County, Tennessee, payable principal, interest and service charge in monthly installments of $46.42, plus taxes and insurance installments monthly, commencing on September 1, 1965; and for the balance of $2750.00 said Frank N. Tharpe and wife, Marian S. Tharpe, have executed and delivered to Naomi H. Lloyd and Ruth Harrington their one joint promissory note of even date herewith, in said principal sum of $2750.00, payable to Grantors, said note bearing interest from date at the rate of 6% per annum, and being payable in 120 equal monthly installments of principal and accrued interest of $30.54 each commencing on the 2nd day of October, 1965, and a like installment being due and payable on or before the 2nd day of each month thereafter until the entire principal with accrued interest is fully paid,

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and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, Naomi H. Lloyd and Ruth Harrington, both unmarried, *have this day bargained and sold, and do hereby transfer and convey unto the said* Frank N. Tharpe and wife, Marian S. Tharpe, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being Lot No. 148 on the Plan of North Nashville Real Estate Company's Plan of Lots, as of record in Book 21, page 105, Register's Office for said County.

Said lot fronts 50 feet on the westerly side of 5th Avenue North, formerly Summer Street and runs back 182 feet on the northerly line and 181.6 feet on the southerly line to an alley in the rear on which it measures 50 feet.

Being the same property vested as follows a 1/4 undivided interest is in: RUTH HARRINGTON, as one of the children and heirs-at-law of A. T. Harrington, deceased; a 1/4 undivided interest is in NAOMI H. LLOYD, as one of the children and heirs-at-law of A. T. Harrington; and a 1/2 undivided interest is in NAOMI H. LLOYD, by deed from Marguerite H. Cushing and Alfus Truman Harrington, as of record in Book 3252, page 15, said Register's Office.

It is further agreed between the parties that in the event Grantees or their heirs or assigns default in the payment of any installment or installments of the first mortgage indebtedness owing to First

Federal Savings and Loan Association, or its successors or assigns, or is otherwise in default of the terms of said deed of trust securing said mortgage debt that the note secured by the vendor's lien in this installment deed will immediately become due and payable in full and all remaining installments will become immediately due and payable without notice, which is specifically waived, and Grantors or the holder of said note will have the right to demand the immediate foreclosure of the power of sale in this installment deed and to otherwise assert and receive the remedies and powers provided for herein.

This is improved (X) unimproved ( ) property, known as 1617 (House Number) 5th Avenue, (Street) North, P. O. Address: Nashville, (City or Town) Tennessee

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Frank N. Tharpe and wife, Marian S. Tharpe, their *(successors), 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 taxes for 1965 which have been pro-rated between the parties and are assumed by Grantees. In this connection Grantors have deposited with the First Federal Savings & Loan Association the sum of $110.50 to cover taxes under the escrow agreement pertaining to the said mortgage indebtedness and Grantors herein do hereby assign and transfer said sum in said escrow account to Grantees herein for the earned pro rata of said taxes to date of this deed; and also encumbered by said first mortgage indebtedness heretofore mentioned.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Frank N. Tharpe and wife, Marian S. Tharpe, their *(successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Frank N. Tharpe and wife, Marian S. Tharpe, *hereinafter referred to as trustors, hereby transfer and convey unto* R. Marshall, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $_____, or at least the maximum insurable value, until the indebtedness 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 or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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 trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 2nd *day of* September *, 19*65

Naomi H. Lloyd
NAOMI H. LLOYD

Ruth Harrington
RUTH HARRINGTON

Frank N. Tharpe
FRANK N. THARPE

Marian S. Tharpe
MARIAN S. THARPE

NOTARY PUBLIC MARY ALICE BROWN DAVIDSON COUNTY, TENNESSEE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary Alice Brown *, a Notary Public in and for said County and State,* Naomi H. Lloyd and Ruth Harrington and Frank N. Tharpe and wife, Marian S. Tharpe,

the within named 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* 1st *day of* September *, 19* 65

My Commission Expires March 9, 1969

Mary Alice Brown
Notary Public

Commission expires

STATE OF.....

COUNTY OF.....

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

.....

the within named 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 }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared.....,*
with whom I am personally acquainted, and who, upon oath, acknowledged .....self to be.....
.....of the.....,
the within named bargainor, a corporation, and that .....he as such.....
being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporatoin by .....self as.....

Witness my hand and seal, at office in.....,
this.....day of....., 19.....

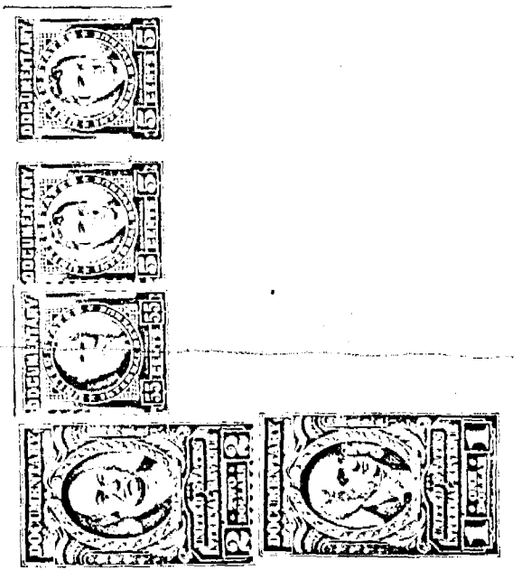
.....*Notary Public*

Commission expires.....

STATE TAX $ 13.65
PROBATE .50
TOTAL $ 13.15

SEP 8 1965

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID SEP 8 '65



INSTALLMENT DEED

FROM

NAOMI H. LLOYD, ET AL

TO

FRANK N. THARPE, ET UX

96529

ROBLIX Z. WILSON, REGISTER
DAVIDSON COUNTY
STATE OF TENN.

SEP 8 12:7 M '65

BOOK 1123 PAGE 399
RECORDING 2.50
DEP. REG. .50

Compliments of

Guaranty Title Company

A Division of
Kansas City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

R. MARSHALL, ATTORNEY