BOOK 3950 PAGE 447

Map 154
P/C Par. 32

INSTALLMENT DEED

prepared by Edward C. Hilt
5203 Linwell

For and in Consideration of the sum of ----------($4,000.00)----------

Four Thousand ---------- Dollars,

of which One Hundred ---------($100.00)---------- Dollars,

has been paid in cash by Richard E. Curtin and wife, Marjorie E. Curtin,

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

Nine Hundred ($3,900.00)---------- Dollars,

the said RICHARD E. CURTIN AND WIFE, MARJORIE E. CURTIN ha ve

Executed a Note in the amount of $3,900.00 payable to Willie Ford Green at the rate of $1,000.00 per year due and payable on the 19th of May, 1966 and each year thereafter until paid in full at the rate of six per cent (6%) interest 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,

I, Willie Ford Green

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

Richard E. Curtin and wife, Marjorie E. Curtin, Their heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Being property located in the 9th Civil District of Davidson County Tennessee and described as follows:

Beginning at a stake by a white oak stump, white oak and hickory pointers, Howard Greer's corner in Andrew Bolin's line; thence West 46° 198 feet to a point in Griffith Road, Robert Pinkleton's corner; thence South 36° East 275feet to a point; thence South 25° East 290 feet to a point; thence South 42° 394 feet to a point; thence in a Easterly direction to a stake white oak down; thence North 48° West 825 feet to a black gum; thence North 41° west 393 feet to the point of beginning.

The said property described according to a survey by S. H. Hutchison Surveyor, made the 15th day of March, 1965, showing two parcels of land in the 9th Civil District of Davidson County, Tennessee on the Easterly side of said Griffith Road, each being a portion of a tract of record in Book 1044, page 40, Register's Office for said County, Tennessee. Included in this survey is a small portion of land owned by Robert Pinkleton as indicated by R.P.

Being part of the same property conveyed to J. F. Green by deed of record from W. B. Pinkerton and wife, Ruby Pinkerton, D. N. Pinkerton and wife, Armade Pinkerton, Cliff Linton and wife, Mary Lou Pinkerton Linton, R. L. Pinkerton and wife, Grace Pinkerton, of record in Book 1044, page 40, Register's Office for Davidson County, Tennessee and to Willie Ford Green by will from J. F. Green, probated October 20, 1953, and recorded in Will Book 66, page 485, County Court Clerk's Office for Davidson County, Tennessee.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Richard E. Curtin and wife, Marjorie E. Curtin, 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 and my heirs and representatives, to warrant and forever defend the title to said real estate to said Richard E. Curtin and wife, Marjorie E. Curtin, Their 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 Richard E. Curtin and wife, Marjorie E. Curtin,

do hereby transfer and convey unto Edward C. White, 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 E. Curtin and wife, Marjorie E. Curtin

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 $_____ 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 Richard E. Curtin and wife, Marjorie E. Curtin 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 Richard E. Curtin and wife, Marjorie E. Curtin 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 Edward C. White, 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 Willie Ford Green, Richard E. Curtin and wife, Marjorie E. Curtin,

hereunto set our hands at Nashville, Tennessee, this the 19th day of May 19 65

Richard E. Curtin

Marjorie E. Curtin

Willie Ford Green

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Edward C. White, a Notary Public in and for said County and State, the within named Willie Ford Green, Richard E. Curtin and wife, Marjorie E. Curtin,

the bargainor S, with whom I am personally acquainted, and who acknowledged that they have executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 19th day of May, 19 65

Edward C. White, Notary Public

Commission Expires 3-13-66

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 _____

Mail to Clarence J. Wolf
5203 Charlotte Ave
Nashville, Tennessee

INSTALLMENT DEED

FROM

WILLIE FORD GREEN

TO

RICHARD E. CURTIN, ET UX

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

STATE TAX $ 1.50
PROBATE .50
TOTAL $ 2.00

OCT 25 1965

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID OCT 25 1965
eT

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

0 3 4 2 4

OCT 25 2 40 PM '65

NOTED: BOOK 1132 PAGE 713
RECORDING FEE $ 2.50
DEP. REG. ____

BOOK 3950 PAGE 450

JOHN TURLEY CO., NASHVILLE