HIXSPKE

BOOK 3950 PAGE 879

INSTALLMENT DEED

For and in Consideration of the sum of $6240.00

Six Thousand Two Hundred Forty and no/100---------- Dollars,

of which Three Hundred Forty and no/100---------- Dollars,

has been paid in cash by Joe L. Davis and wife, Bobbie E. Davis

the receipt of which is hereby acknowledged; and for the remainder $5900.00

Five Thousand Nine Hundred and no/100---------- Dollars,

the said Joe L. Davis and wife, Bobbie E. Davis have

executed their one joint promissory note of even date herewith, in the principal sum of $5900.00, payable to the order of Home Equity Company, in monthly installments of $56.50 each, the first of said installments coming due on the 26th. day of July 1965 and the remaining installments coming due on the 26th. day of each succeeding month. Said payments to be applied first to the payment of interest at the rate of 6% per annum, on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum, until the entire amount, both principal and interest has been paid in full.

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, Home Equity Company, a Tennessee Corporation,

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

Joe L. Davis and wife, Bobbie E. Davis, their heirs and assigns,

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

Land in Davidson County, Tennessee, being the easterly half of Lot No. 70 on the Map of Cobb's Subdivision of Lot No. 6 of the Harding Bosley Tract, as of record in Book 161, Page 155, RODC, Tennessee.

Said part of Lot No. 70 fronts 25 feet on the southerly side of Martha Street and runs back 223.8 feet on the easterly line and 234.1 feet, on the westerly line to an alley, measuring 25½ feet thereon.

Being part of the same property conveyed to Home Equity Company, a Tennessee Corporation, by deed from Ben Caillouette, Substitute Trustee, as of record in Book 3950, Page 842, RODC, Tennessee.

This property is improved and known as 2509 Delk Avenue. Map Book No. 81-10, Parcel No. 141. Send tax statements to: Joe L. Davis, et ux, 2509 Delk Avenue, Nashville, Tennessee.



This instrument prepared by
Charles Hampton White, Atty.
L & C Tower, Nashville, Tenn.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Joe L. Davis and wife, Bobbie E. Davis, their heirs and assigns forever. It covenant that it is 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 1965 taxes. It further covenant and bind itself and its successors and assigns to warrant and forever defend the title to said real estate to said Joe L. Davis and wife, Bobbie E. Davis, 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 Joe L. Davis and wife, Bobbie E. Davis

do hereby transfer and convey unto Charles Hampton 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 Joe L. Davis and wife, Bobbie E. Davis

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 $5,000.00 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 Joe L. Davis and wife, Bobbie E. Davis 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; If 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 Joe L. Davis and wife, Bobbie E. Davis, their 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 Charles Hampton 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 Joe L. Davis and wife, Bobbie E. Davis and Home Equity Company, a Tennessee Corporation hereunto set our hands at Nashville, Tennessee, this the 1st day of July 1965

Joe L. Davis

Bobbie E. Davis

Home Equity Company

By [signature]
President

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Ben Caillouette, a Notary Public in and for said County and State, the within named Joe L. Davis and wife, Bobbie E. Davis

the bargainor S, 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, Tennessee, this 26th day of July, 1965

Ben Caillouette, Notary Public.

Commission Expires 4-18-67

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, Ben Caillouette, a Notary Public within and for the State and County aforesaid, personally appeared Louis Komisar and _____ with whom I am personally acquainted and who upon (his oath ~~[illegible]~~) acknowledged (himself ~~[illegible]~~) to be the President and _____ respectively of the Home Equity Company the within named bargainor, a corporation, and that (he) as such President and _____, being ~~[illegible]~~ authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Louis Komisar as such President, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at Nashville, Tennessee on this the 26th day of July, 1965

My commission expires 4-18-67

Ben Caillouette
Notary Public

NOTARY PUBLIC STATE OF TENNESSEE

INSTALLMENT DEED

FROM
Home Equity Company,

a Tennessee Corporation

TO
Joe L. Davis, et ux

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

STATE TAX $ 9.35
PROBATE 50
TOTAL $ 9.85

OCT 25 1965

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID OCT 25 1965

03585

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

OCT 26 2 11 PM '65

NOTED: BOOK 112 PAGE 720
RECORDING FEE $ 2.75
DEP. REG. C

2.75