This instrument prepared by Mose J. Davie, Attorney
1026 Fourth Ave., North

Map 81-10
Par 164 a.

INSTALLMENT DEED

BOOK 3959 PAGE 868

For and in Consideration of the sum of

Seven Thousand Nine Hundred Fifty One ($7,951.00) and 00/100 Dollars,

of which One ($1.00) and 00/100 Dollars,

has been paid in cash by John Henry Polk and wife, Katherine E. Polk

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

Seven Thousand Nine Hundred Fifty ($7,950.00) and 00/100 Dollars,

the said John Henry Polk and wife, Katherine E. Polk have executed their joint promissory note in the principal sum of $7,950.00, of even date herewith, and payable to the order of May Dell Carney. Said note is payable in monthly installments of $55.00 each including interest at the rate of 6% per annum on the unpaid balance. The first installment is due and payable on or before the 17th day of December, 1965, and the others on or before the 17th day of each succeeding month until 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, I, May Dell Carney, a single person

have this day bargained and sold, and do hereby transfer and convey unto the said John Henry Polk, and wife, Katherine E. Polk their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 94 in Cobb's Subdivision of Lot No. 6 of the Harding-Bosley Tract, a plan of which is of record in Book 161, page 155, Register's Office for said County.

Said Lot No. 94 fronts 50 feet on the northerly side of Osage Street, and runs back between parallel lines, 150 feet to an alley.

Being the same property conveyed to May Dell Carney, by deed from Ervin M. Entrekin, Substitute Trustee, as of record in Book 3818, page 954, said Register's Office.

This is improved property carrying City house number 2506 Osage St.
Send tax statements to John Henry Polk, 2506 Osage St., Nashville, Tenn.
Parcel #8DA-4190 2506

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said John Henry Polk and wife, Katherine E. Polk their 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 John Henry Polk and wife, Katherine E. Polk 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 John Henry Polk and wife, Katherine E. Polk

do hereby transfer and convey unto Brian Carney, 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 John Henry Polk and wife, Katherine E. Polk

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 $ insurable value 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 John Henry Polk and wife, Katherine E. Polk 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 John Henry Polk, and wife, Katherine E. Polk, 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 Brian Carney, 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 John Henry Polk and wife, Katherine E. Polk and May Dell Carney hereunto set our hands at Nashville, Tennessee, this the 17th day of November 19 65

John Henry Polk

Katherine E Polk

May Dell Carney

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Frances V. Baker, a Notary Public in and for said County and State, the within named John Henry Polk and wife, Katherine E. Polk, and May Dell Carney

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, this 17th day of November, 19 65

Frances V. Baker, Notary Public.

Commission Expires August 25, 1968

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 TAX $ 11.73
PROBATE .50
TOTAL $ 12.23

NOV 16 1965

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID NOV 18 1965
CT

INSTALLMENT DEED

FROM

May Dell Carney, single

TO

John Henry Polk and wife,

Katherine E. Polk

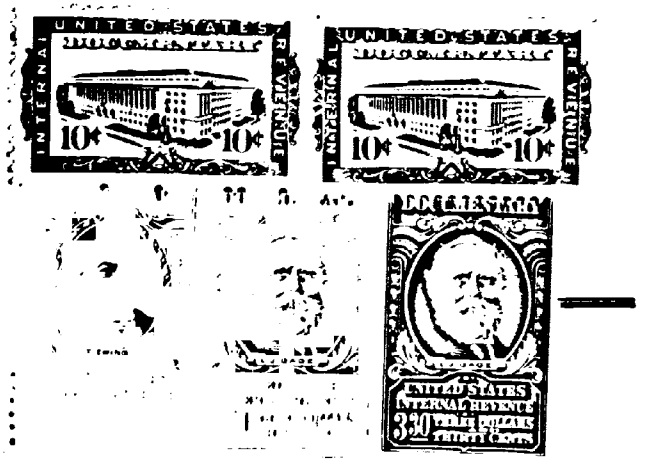
Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

FILED FOR RECORD
NOV 18 10 30 AM 65
RECORDING FEE $ 2.50
DEP. REG.

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

U 7014



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