Owner: Thomas R. King
4229 Franklin Rd.,
Nashville, Tenn.

Send tax Statement:
Same

BOOK 3969 PAGE 81

INSTALLMENT DEED

MAP 132-6
PAR 35

For and in Consideration of the sum of ----------($1.00)---------- MP

paid to us in cash, and other good and valuable considerations /Dollars/ /of which/ racaipt of which is hereby acknowledged /Dollars/ /has been paid in cash/ ---------- /the receipt of which is hereby acknowledged and for the remainder/ ---------- /Dollars/ /in said/ /Dollars/ and for the further consideration the Purchasers have executed their note of even date herewith for the principal sum of Forty Two Thousand Five Hundred($42,500.00) Dollars payable to the order of Bettye H. Batson, as follows:
On March 1,1966 the sum of Two Hundred Ninety Two and 20/100($292.20) Dollars, representing interest at the rate of 5-1/2% per annum from date of note to February 1,1966 and in addition thereto, a payment of Two Hundred Sixty One($261.00) Dollars , out of which the February interest will be deducted and the balance applied on the principal, thereafter the sum of $261.00 on the First Day of each month from which interest at 5-1/2% per annum will be deducted and the balance applied on the principal, which if paid in such sums throughout will pay said note in 25 years, but the Maker of said note may pay additional amounts at any time and pay only the interest on the unpaid balance.

all of said notes bearing ~~six~~ 5-1/2 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, Bettye H.Batson ----------

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

Thomas R.King and wife, Baba Y.King, their ---------- heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

This Instrument was prepared by:
DODSON BATSON, Attorney
702 First Amer. Nat'l Bk. Bldg.
Nashville, Tennessee

Being Lot No. 19 on the Revised Plat of parts of Thompson's Glen Leyan Subdivision, made October 1934, by W.B.Southgate, Surveyor, and of record in Plan Book 3, page 20, Chancery Court for Davidson County, Tennessee, described as follows:

BEGINNING on the west right-of-way line of the Nashville and Franklin Interurban Railway, at the southeast corner of Lot No. 18 on said Plat; and running thence westerly, with the line between said Lots Nos. 18 and 19, 717.5 feet to the southwest corner of said Lot No. 18 and the southeast corner of Lot No. 20-A on said plat; thence southeasterly 300 feet to the northwest corner of Lot No. 19-A on said plat; thence easterly, with the line between Lots Nos. 19 and 19-A, 575 feet to the west right-of-way line of the Nashville and Franklin Interurban Railway; and thence northerly, with the same, 263 feet to the beginning, containing 3.9 acres.

Being the same property conveyed to Bettye H.Batson by deed from J.S.Lasley and wife, of record in Book 2705, page 427, said Register's Office.

1965 taxes will be prorated and assumed by Purchasers.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Thomas R.King and wife, Bebe Y.King, 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 Thomas R.King and wife, Bebe Y.King 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 Thomas R.King and wife, Bebe Y.King

do hereby transfer and convey unto Dodson Batson, 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 Thomas R.King and wife, Bebe Y.King

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 $ 40,000.00 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 Thomas R.King and wife, Bebe Y.King 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 Thomas R.King and wife, Bebe Y.King 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 Dodson Batson, 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 Bettye H.Batson and Thomas R.King and wife, Bebe Y.King and hereunto set our hands at Nashville, Tennessee, this the 15th day of December 1965

Bettye H. Batson
Bettye H.Batson

Thomas R. King
Thomas R.King

Bebe Y. King
Bebe Y.King

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Frankie Wilkes, a Notary Public in and for said County and State, the within named Bettye H.Batson and Thomas R.King and wife, Bebe Y.King

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

Witness my hand and official seal at Nashville Tennessee, this 15th day of December, 1965

Commission Expires 5-7-66

Frankie Wilkes, Notary Public.

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 BETTYE H. BATSON

TO THOMAS R. KING, ET UX

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

875375

10477

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

DEC 15 2 41 PM '65

NOTED: BOOK 113 PAGE 183
RECORDING FEE $ 2.50
DEP. REG. .20

STATE TAX $ 71.25
PROBATE 50
TOTAL $ 71.75

DEC 15 1965

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

PAID DEC 15 1965

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