This deed prepared by Fred K.Jones, real Estate Broker ~~Office 1410 Buchanan Street~~
1410 Buchanan Street, Nashville Tennessee.

Map 81-7
Par. 22

INSTALLMENT DEED

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For and in Consideration of the sum of $3,000.00

THREE-THOUSAND AND NO/100 Dollars,

of which TWO-HUNDRED AND NO/100 Dollars,

has been paid in cash by Claude Hodges and wife Imower Hodges

the receipt of which is hereby acknowledged, and for the remainder $2800.00

TWENTY-EIGHT-HUNDRED AND NO/100 Dollars,

the said Claude Hodges and wife Imower have

executed their one joint promissory note, dated January ~~dated January~~ 5th 1966, in the sum of TWENTY-EIGHT-HUNDRED DOLLARS, due and payable with the legal rate of interest in 72 monthly installments, of $46.41 each, which will be both monthly interest and the principal payments to pay and discharge the indebtedness of the same, the First monthly installment will be due and payable on February 5th 1966, and the other installments on or before the 5th day of each and every month thereafter until all become due and payable all of which due and payable to Owen Bates and wife Margaret Bates, or order

all of said notes bearing six per cent interest from maturity 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, We, Owen Bates and wife Margaret Bates

have this day bargained and sold, and do hereby transfer and convey unto the said Claude Hodges and wife Imower Hodges, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the Northerly parts of Lots Nos. 37 and 38 on the Map of J.R. McDaniel or A.C. Dudley's Subdivision of part of the Nichol property, as of record in Book 161, page 10, Register's Office for Davidson County, Tennessee.

Said parts of said lots front 35 feet on the Westerly side of 18th Avenue North, formerly Salem Street, and run back 92 feet, more or less on the Northerly line, along the southerly margin of an alley, and 96 feet, more or less, on the south line, to a dead line in the rear on which they measure 35 feet.

Being the same property conveyed to Owen Bates and wife Margaret Bates, by deed from Orbon L.Gilbert and wife Dorothy T.Gilbert, of record in Book 2635, page 103, Register's Office for Davidson County, Tennessee.

Parcel 8DA 3760 Send Tax Statement
The new owners Claude Hodges and wife Imower Hodges, live at 2105-18th Avenue North Nashville Tennessee.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Claude Hodges and wife Imower Hodges, their 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.

we further covenant and bind ourselves our heirs and representatives, to warrant and forever defend the title to said real estate to said Claude Hodges and wife Imower 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 Claude Hodges and wife Imower Hodges

do hereby transfer and convey unto James Thomas Bates, 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 Claude Hodges and wife Imower Hodges

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 $2750.00 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 Claude Hodges and wife Imower Hodges 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 Claude Hodges and wife Imower Hodges 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 James Thomas Bates, 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 Owen Bates and wife Margaret Bates and Claude Hodges and wife Imower Hodges hereunto set our hands at Nashville, Tennessee, this the 5th day of Manuary 19 66.

Owen Bates
Margaret Bates
Claude Hodges
Imower Hodges

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Fred K Joyner, a Notary Public in and for said County and State, the within named Owen Bates and wife Margaret Bates, and Claude Hodges and wife Imower Hodges

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 8th day of January, 19 66.

Commission Expires Feb 10th 1969 Fred K Joyner, 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

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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 Owen Bates et ux

TO Claude Hodges et ux

Attorneys Title Company
Title Guaranteed
NASHVILLE, TENN.

13213

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JAN 10 1 31 PM '66

NOTED: BOOK 113 PAGE 308
RECORDING FEE $ 2.50
DEP. REG. 2

PAID JAN 10 1966
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

JAN 10 1966
STATE TAX $ 4.25
PROBATE
TOTAL $ 6.75

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