This instrument was prepared by Henry K. Buckner Jr, Attorney.
Nashville Tenn

BOOK 3989 PAGE 907

INSTALLMENT DEED

Map 83-07

For and in Consideration of the sum of FIVE THOUSAND NINE HUNDRED FIFTY AND AND NO/100 ($5,950.00) Par 81 Dollars,

of which TWO HUNDRED & NO/100 ($200.00) 15 D A 125 Dollars,

has been paid in cash by Willie Lee Malone, Jr., a single man

the receipt of which is hereby acknowledged, and for the remainder of FIVE THOUSAND SEVEN HUNDRED FIFTY & NO/100 ($5,750.00) Dollars,

the said Willie Lee Malone, Jr. has

executed his one promissory note of even date herewith, payable to the order of Jim D. Stevens in two hundred sixty four (264) monthly installments of $39.28 each which includes principal and interest at the rate of 6% per annum, beginning February 15, 1966, with the balance being due and payable on or before March 15,1988, said payments to be applied first to the payment of the interest 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, I Jim D. Stevens

have this day bargained and sold, and do hereby transfer and convey unto the said Willie Lee Malone, Jr., a single man heirs and assigns,

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

Land in Davidson County, Tennessee, being the south part of the east part of Lot No. 10 on the Plan of George C. Water's Second Addition, as of record in Book 161, page 172, Register's Office for said County, described as follows:

Beginning at the northwest corner of Waters Avenue and a 40 foot unnamed street thence westwardly along Waters Avenue 21 feet to a point which is 43.5 feet east the center line of the north bound main tract of the L & N Railroad; thence northerly 118 feet to a point which is 50 feet south of the south margin of an alley; thence eastwardly _____ feet to the westerly margin of said 40 foot unnamed street; thence along said unnamed street southwardly 118 feet, more or less, to the beginning. This sract is improved and known as 35 Waters Ave. Nashville, Tennessee.

Being the same property conveyed to Jim D. Stevens by deed from Lois M. Dycus and wife, Annie Lillian Thompson Dycus, of record in Book 3535, page 589, Register's Office for Davidson County, Tennessee.

Owner:
Willie Lee Malone, Jr.,
35 Waters Ave.,
Nashville, Tan.

Send tax statement:
Same

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Jim D. Stevens.

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 Jim D. Stevens, his

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 me in hand paid, I, the said Jim D. Stevens

do hereby transfer and convey unto Henry K. Bickner, Jr., Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Jim D. Stevens

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.

I 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 ~~anxif~~ I 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 I, the said Jim D. Stevens

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 I 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; or if I 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. I 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. I 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 Jim D. Stevens 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 Davison County, Tennessee, and the title herein conveyed to Henry K. Buckner, Jr., 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 Lee Malone, Jr. and Jim D. Stevens hereunto set our hands at Nashville, Tennessee, this the 15 day of February 19 66

Willie Lee Malone Jr.

Jim D. Stevens

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Madeline R. Gay, a Notary Public in and for said County and State, the within named WILLIE LEE MALONE, JR. & Jim D. Stevens

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 15th day of February, 19 66

Madeline R. Gay, Notary Public

Commission Expires October 28, 1969

MADELINE R. GAY NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE
DAVIDSON 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

MAIL TO: JIM STEVENS RLTY. AUCTION
3937 GALLATIN RD. NASHVILLE, TENN.

INSTALLMENT DEED

FROM
JIM D. STEVENS

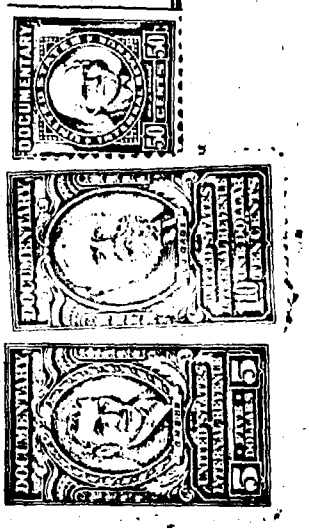
TO
WILLIE LEE MALONE, JR.

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

18205

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

FEB 23 10 31 AM '66
NOTED BOOK 113 PAGE 534
RECORDING FEE $ 2.50
DEP. REG. X



STATE TAX $ .83
PROBATE 50
TOTAL $ 4.43

FEB 23 1966

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

PAID FEB 23 1966