This instrument prepared by: W. Harold Bigham, Attorney
L & C Tower
Nashville, Tennessee

Map 50-14
Par. 263

INSTALLMENT DEED BOOK 4004 PAGE 711

For and in Consideration of the sum of Seventeen Thousand Three Hundred One and 00/100 Dollars,

of which One and 00/100 Dollars,

has been paid in cash by Robert J. Beach and wife, Eleanor S. Beach,

the receipt of which is hereby acknowledged, and for the remainder of Seventeen Thousand Three Hundred and 00/100 Dollars,

the said Robert J. Beach and wife, Eleanor S. Beach have executed a promissory note of even date herewith, payable to Home Federal Savings and Loan Association of Nashville, in the amount of Seventeen Thousand Three Hundred and 00/100 ($17,300.00) Dollars, with interest at the rate of five and one-quarter (5-1/4%) per centum per annum and a service fee of one (1%) per centum per annum.

~~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 Federal Savings and Loan Association of Nashville

has ~~have~~ this day bargained and sold, and does ~~do~~ hereby transfer and convey unto the said Robert J. Beach and wife, Eleanor S. Beach, their heirs and assigns,

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

Land in Davidson County, Tennessee, being Lot No. 254 on the Plan of Parkwood Estates, Section II, of record in Book 3300, Page 5, Register's Office for said County, described as follows:

BEGINNING at a point in the northerly margin of Wilmoth Road, the common corner of Lots Nos. 254 and 255, thence with the line between said lots, northwardly 124.7 feet to a point, a corner of Lot No. 253; thence with the line between Lots Nos. 253 and 254, southeastwardly 148.5 feet to a point in the northwesterly margin of Moorewood Drive; thence with the margin of the same, southwestwardly 69.4 feet to a point, the beginning of a curve, thence westwardly around said curve 37.71 feet to a point in the northerly margin of Wilmoth Road; thence with the margin of the same, westwardly 95 feet to the point of beginning.

BEING the same property conveyed to Home Federal Savings and Loan Association of Nashville, by Charles Nelson, Jr., Substitute Trustee, of record in Book 3986, Page 194, Register's Office for Davidson County, Tennessee.

The above described property is improved and is located at 3209 Moorewood Drive, Nashville, Davidson County, Tennessee. It is parcel #263 on Map #50-14. Tax statement should be sent to Home Federal Savings and Loan Association, Life & Dasualty Tower, Nashville, Tennessee.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Robert J. Beach and wife, Eleanor S. Beach and Home Federal Savings and Loan Association of Nashville, heirs and assigns forever. I covenant that it is lawfully seized and possessed of said real estate in fee simple, ~~have~~ has a good right to convey it, and that the same is unencumbered.

It further covenants and binds itself, its / successors in interest ~~heirs and representatives~~, to warrant and forever defend the title to said Robert J. Beach and wife, Eleanor S. Beach, 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 in hand paid, we, the said Robert J. Beach and wife, Eleanor S. Beach,

do hereby transfer and convey unto Charles Nelson, 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.

We, the said Robert J. Beach and wife, Eleanor S. Beach,

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 $17,300.00 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 Robert J. Beach and wife, Eleanor S. Beach, 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 Robert J. Beach and wife, Eleanor S. Beach, 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 Nelson, 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 Home Federal Savings & Loan Association of Nashville, its authorized officers and Robert J. Beach and wife, Eleanor S. Beach, have hereunto set our hands at Nashville, Tennessee, this the 30th day of March 19 66

ATTEST:

Glenn L. Lawrence
Assistant Secretary

HOME FEDERAL SAVINGS & LOAN ASSOCIATION OF NASHVILLE

By: Charles Nelson
Charles Nelson, Jr., President

Robert J. Beach

Eleanor S. Beach

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Robert J. Beach and wife, Eleanor S. Beach, a Notary Public in and for said County and State, the within named Robert J. Beach and wife, Eleanor S. Beach

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 30th day of March, 1966

My Commission Expires Nov. 16, 1968

Commission Expires

Ralph B. Hicks, 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, Glenn L. Lawrence, a Notary Public within and for the State and County aforesaid, personally appeared Charles Nelson, Jr. and Glenn L. Lawrence with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the President and Assistant Secretary respectively of the Home Federal Savings & Loan Association of Nashville, the within named bargainor, a corporation, and that (he / they) as such President and Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Charles Nelson, Jr. as such President, and attesting the same by the said Glenn L. Lawrence as such Assistant Secretary

Witness my hand and official seal at office at Nashville, Tennessee on this the 30 day of March, 1966

My commission expires October 28, 1969

Notary Public

My Commission Expires October 28, 1969

L-9129 $17,301.00

INSTALLMENT DEED

FROM

HOME FEDERAL SAVINGS & LOAN ASSOCIATION OF NASHVILLE

TO

ROBERT J. BEACH AND WIFE, ELEANOR S. BEACH

Home Federal Savings & Loan Ass'n.
Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

19.25

23923

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

APR 11 2 59 PM '66
NOTED: BOOK 13 PAGE 774
RECORDING FEE $ 2.75
DEP. REG. X

STATE TAX $ 2.75
PROBATE 50
TOTAL $ 3.25

APR 11 1966

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

PAID APR 11 1966