Address New Owners and send Tax Bills To: Mr. and Mrs. Charles Scruggs, 2411-14th Avenue North, Nash. **INSTALLMENT DEED** MAP 59-16 PAR 165-166-167

FORM 1003

BOOK 4005 PAGE 856

FOR AND IN CONSIDERATION OF the sum of ($1,500.00) One Thousand Five Hundred and No/100th ---------- DOLLARS of which $ 30.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their one promissory note of even date herewith in the principal sum of $1,470.00. Said note is payable to the order of "OURSELVES" and is payable at the rate of $30.00 per month, beginning May 13th, 1966, and monthly thereafter for a like amount until paid in full. Said payments include interest at the rate of 6% per annum applied first to interest remainder to principal.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

Homer McEwen and wife, Ella Mai McEwen

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Charles Scruggs and wife, Gloria J. Scruggs

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Being Lot No. 33 and No. 34 on the Plan of Hickory Heights, not of record described according to a survey made by Z. J. Wilkinson, Surveyor, May 22, 1948, as follows:

Beginning on the easterly margin of Avalon Drive at the common corner of Lots 32 and 33 and said point being 522 feet south of the north line of the said subdivision, running for a distance of 150 feet, thence running southerly for a distance of 100 feet thence in a westerly direction 150 feet to the easterly margin of Avalon Drive running thence in a northwardly direction for a distance of 100 feet along the easterly margin of Avalon Drive to the point of beginning. Being the same property conveyed to Homer McEwen, by deed from Joe Lee Webb and wife, Doris Webb, as of record in book 3979, page 357, Register's Office for Davidson County, Tennessee.

Prepared by
CAESAR E. URRUTIA, Attorney
Stahlman Building
Nashville, Tennessee

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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 the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto Richard Marshall 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 grantees 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 $ 1500.00 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 interest 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 grantees, 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 13th day of April 1966.

Homer McEwen

Ella Mai McEwen

Charles Scruggs

Gloria J. Scruggs

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me Joe H. Henson, a Notary Public in and for said County and State, the within named Homer McEwen and wife, Ella Mai McEwen, Charles Scruggs and wife Gloria J. Scruggs 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 Nash. Tenn. on the 13th day of April, 1966

Commission Exp My Commission Expires May 7, 1967

Joe H. Henson
Notary Public

NOTARY PUBLIC STATE AT LARGE

STATE OF
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 purpose therein contained by signing the name of the corporation by the said as such and attesting the same by the as such

WITNESS my hand and official seal at office at on this the day of 19

My commission expires

Notary Public

FILED APR 14 1966
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
R. E. WORRALL

STATE TAX $	1.25
PROBATE	.50
TOTAL $	1.75

FILE: HOMER McEWEN

INSTALLMENT DEED

FROM
HOMER MCEWEN, ET UX

TO
CHARLES SCRUGGS, ET UX

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

24330

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

APR 14 10 03 AM '66
NOTED: BOOK 1113 PAGE 813
RECORDING FEE $ 3.50
DEP. REG.

Consideration 1500.00
Stamps 1.65
S. Tax 1.15
2.00

ASSINGMENT OF FURNISHER'S LIEN

WHEREAS, All-American Roofing and Construction Co., Inc. is the holder of the Furnisher's Lien recorded in Book 4002, page 717, Register's Office for Davidson County, Tennessee, against the property described in said lien and against James L. Townsend and wife, Iris Townsend; and,

re-recorded in Book 4004, Page 224, said Register's Office

WHEREAS the said parties have acknowledged the indebtness of said lien and desire to pay the same in installments and for that purpose have executed a promissory note; and,

WHEREAS, the holder of said lien desires to transfer said note to General Credit Company of 208 Union Street or holder of said note.

NOW in consideration of the sum of money paid to All-American Roofing and Construction Co., Inc. by General Credit Company the former transfers to the latter all its rights, present and future, under the furnisher's lien recorded in Book 4002, page 717, Register's Office for Davidson County, Tennessee, and re-recorded in Book 4004, Page 224, said Register's Office.

IN WITNESS WHEREOF, the said All-American Roofing and Construction Co., Inc. has caused its corporate name to be hereunto subscribed by its duly authorized officer at Nashville, Tennessee, this 8 day of April 1966.

ALL-AMERICAN ROOFING & CONSTRUCTION CO., INC.

BY: R. V. Fudge

R. V. Fudge, President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Caesar E. Urrutia, a Notary Public within and for State and County aforesaid, personally appeared R. V. Fudge with whom I am personally acquainted and who upon his oath acknowledged himself to be the President of All-American Roofing & Construction Co., Inc., the within named bargainor, a corporation, and he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said R. V. Fudge as such President.

Witness my hand and official seal at Nashville, on this the 8th day of April 1966.

Caesar E. Urrutia
Notary Public

CAESAR E. URRUTIA NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires; 4/28/66

File: General Credit Co

ASSIGNMENT OF LIEN

All American Roofing & Const. Co

to

General Credit Company

NO STATE TAX DUE

APR 14 1966

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

2 4 3 3 2

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

APR 14 10 AM '66

NOTED: BOOK 113 PAGE 843
RECORDING FEE $ 1.50
DEP. REG. ____

BOOK 4005 PAGE 859