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Send tax bills to: Sam D. Martin et ux

INSTALLMENT DEED

1081 Berwick Trail
Madison, Tenn.

Map 52-7
Par 80
111

For and in Consideration of the sum of Fifteen Thousand and no/100 ($15,000.00)---

---Dollars,

of which One Thousand and no/100 ($1,000.00)---Dollars,

has been paid in cash by Sam D. Martin and wife, Judith W. Martin

the receipt of which is hereby acknowledged, and for the remainder Fourteen Thousand and no/100 ($14,000.00)---Dollars,

the said Sam D. Martin and wife, Judith W. Martin have executed their one joint promissory note, bearing interest at the rate of six per cent (6%) from date and payable to Dr. Cyrus E. Kendall, Dr. Joe E. Sutherland and F. G. Holland, Trustees for the Druillard Trust, at the place said holders shall designate, in monthly installments of Eighty-Three and 35/100 ($83.35), commencing on the first day of July, 1966, and on the first day of each month thereafter until principal and interest are fully paid, with the final payment, if not sooner paid, being due and payable on the first day of June, 1996. The right is expressly reserved to the makers of said note to prepay in full at anytime without penalty.

The grantees, Sam D. Martin and wife, Judith W. Martin expressly agree to carry insurance on the property described herein from the date of deed, for at least the sum of $10,000.00 with loss payable clauses in favor of and in form acceptable to the holders of the note described herein.

The grantees further agree to mail by January first of each year or within 15 days thereafter, tax receipts showing taxes for the previous year as 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, Dr. Cyrus E. Kendall, Dr. Joe E. Sutherland and F. G. Holland, Trustees for the Druillard Trust

have this day bargained and sold, and do hereby transfer and convey unto the said Sam D. Martin and wife, Judith W. Martin heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 49 on the Map of Madison Heights, Section II, Part II, as of record in Book 2133, page 83, Register's Office for said County, and described as follows:

Beginning at a point in the northerly margin of Berwick Trail at the common corner of Lots 48 and 49; thence with the margin of said trail westerly 166.53 feet to a concrete monument at the beginning of a curve; thence around said curve northwesterly 39.27 feet to another concrete monument in the westerly margin of Center Street; thence with the margin of the same northerly 164.28 feet to the corner of Lots 49 and 50; thence with the line between said two lots easterly 205.77 feet the same being a broken line to a concrete monument at the common corner of Lots 48, 49, and 50; thence with the line between Lots 48 and 49, southerly 216.1 feet to the point of beginning.

Being the same property conveyed to Dr. Cyrus E. Kendall, Dr. Joe E. Sutherland and F. G. Hollard, Trustees for Druillard Trust by deed from Meryl M. Emery Hall and husband A. J. Hall of record in Book 3968, page 572, Register's Office for Davidson County, Tennessee.

STATE TAX $ 22.50
PROBATE .50
TOTAL $ 23.00

JUN 15 1966

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

PAID JUN 15 1966

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Sam D. Martin and wife, Judith W. Martin, 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 Sam D. Martin and wife, Judith W. Martin, 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 Sam D. Martin and wife, Judith W. Martin

do hereby transfer and convey unto J. Fred Hathcock, 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 Sam D. Martin and wife, Judith W. Martin

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 $ 10,000.00 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~~ holder 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 Sam D. Martin and wife, Judith W. Martin 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 our representatives or assigns.

BOOK PAGE

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 J. Fred Hathcock, 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 Dr. Cyrus E. Kendall, Dr. Joe E. Sutherland and F. G. Holland and Sam D. Martin and wife, Judith W. Martin hereunto set our hands at Nashville, Tennessee, this the 9th day of June 19 66

F. G. Holland

Dr. Cyrus E. Kendall Dr. Cyrus E. Kendall

Dr. Joe E. Sutherland Joe E. Sutherland

Sam D. Martin Sam D. Martin

Judith W. Martin

**STATE OF TENNESSEE**
**Davidson County**

Personally appeared before me, Mrs. Bob W. Wells, a Notary Public in and for said County and State, the within named Dr. Cyrus E. Kendall and Dr. Joe E. Sutherland

the bargainors, 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 9th day of June, 19 66

Commission Expires May 7, 1968 Mrs. Bob W. Wells, Notary Public.

**STATE OF** _____

_____ **County.**

STATE OF TENNESSEE
DAVIDSON COUNTY

Personally appeared before me, Gail Pigg, A Notary Public in and for said County and State, the within named F. G. Holland, Sam D. Martin and wife, Judith W. Martin, the bargainors, 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, the 10th day of June, 1966.

Gail Pigg
Notary Public

My commission expires May 6, 1969

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
Dr. Cyrus E. Kendall Et al

TO
Sam D. Martin & wife
Judith W. Martin

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

EDWARD SEDDON
ATTORNEY AT LAW
P. O. BOX 1026
180 JAMES ROBERTSON PK
NASHVILLE, TENNESSEE

32021

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUN 15 11 10 AM '66

NOTE: 114 PAGE 312
RECORDING FEE $ 2.75
DEP. REG _____