This instrument was prepared by
Joe C. Starnes, Attorney at Law
Starnes Building, Nashville, Tenn.

INSTALLMENT DEED

Map 83-C 6
Parcel 262

BOOK 4028 PAGE 138

For and in Consideration of the sum of ----------

Seven Thousand Eight Hundred and No/100 ---------($7,800.00)---------- Dollars,

of which One Thousand Two Hundred Seventy seven and 80/100 ---------- Dollars,

has been paid in cash by Margaret Ann Cashon

the receipt of which is hereby acknowledged, and for the remainder ----------

Six Thousand Five Hundred Twenty Two and 20/100 ---------($6,522.20)---------- Dollars,

the said Margaret Ann Cashon has

(1) assumed and agreed to pay the remaining unpaid balance of a certain note which is in the amount of $4,072.20, secured by a deed of trust executed by C. R. Whitley and wife, to Charles Nelson, Jr., Trustee, of record in Book 3718, page 341, Register's Office for Davidson County, Tennessee, reference to which said instrument is here made for a more particular description of said note and the terms and conditions of said deed of trust, the obligations of which are assumed by the said grantees, and (2) has executed her one installment deed note of even date herewith in the amount of $2,450.00, payable to the order of C. R. Whitley and wife, Ercie Ruth Whitley in monthly installments of $20.68 each, the first of which is due and payable on the 15th day of July, 1966, and thereafter a like amount on the 15th day of each succeeding month, and the remaining balance of said principal sum on the 15th day of June, 1981. Said payments to be applied first to payment of interest at the rate of 6% per annum, 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, We, C. R. Whitley and wife, Ercie Ruth Whitley

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have this day bargained and sold, and do hereby transfer and convey unto the said Margaret Ann Cashon

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her heirs and assigns,

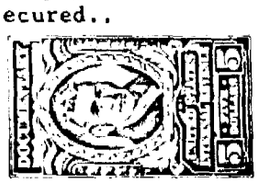
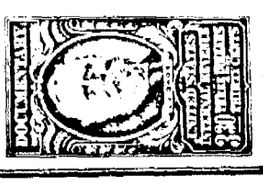
certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the southerly 2 feet of Lot No. 35 and the northerly 54 feet front of Lot No. 36 on the Plan of Olivia W. Sharpe's Addition to Nashville, as of record in Book 332, page 17, Register's Office for said County, described as follows:

Beginning on the westerly margin of Chapel Avenue at a point 162.5 feet north of the northerly margin of Eastland Avenue, being the northeast corner of the property conveyed to R. B. Wellborn by deed from W. L. Horn and wife, of record in Book 645, page 34, said Register's Office; thence with his northerly line westwardly 248 feet, more or less, to the easterly margin of an alley; thence with the easterly margin of said alley, northwardly 51.5 feet to the southwest corner of one of the parcels of land conveyed to C. F. Sharpe by deed from W.L. Horn, of record in Book 432, page 557, said Register's Office; thence with his southerly line eastwardly 234 feet, more or less, to the westerly margin of Chapel Avenue; thence with the westerly margin of Chapel Avenue southwardly 56 feet to the beginning.

Being the same property conveyed to C. R. Whitley and wife, Ercie Ruth Whitley, by deed from Ernest Unger and wife, of record in Book 2028, page 394, Register's Office for Davidson County, Tennessee.

It is understood and agreed that in the event of any default in the terms and conditions of the deed of trust of record in Book 3718, page 341, the entire balance unpaid on the note herein secured shall be at once immediately due and payable without notice at the option of the holder of said note herein secured..


To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Margaret Ann Cashon 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 Margaret Ann Cashon her 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, I, the said Margaret Ann Cashon

do hereby transfer and convey unto Jno. B. Cobb, 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 Margaret Ann Cashon 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 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 Margaret Ann Cashon 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; 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 Margaret Ann Cashon 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 Jno. B. Cobb, 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 C. R. Whitley and wife, Ercie Ruth Whitley and Margaret Ann Cashon hereunto set our hands at Nashville, Tennessee, this the 15th day of Dec 1966

x C. R. Whitley

Ercie Ruth Whitley

Margaret Ann Cashon

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Mack Estes, a Notary Public in and for said County and State, the within named C. R. Whitley and wife, Ercie Ruth Whitley and Margaret Ann Cashon

the bargainor, 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 12th day of December, 1966

Commission Expires Aug 12th 1967

Mack Estes, 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, _____, 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

Sale Price $12,000.00
R. E. Warrick 12.20
Felix Z. Wilson II 2.50
Notary Fee .80

INSTALLMENT DEED

FROM
C. R. Whitley and wife,

TO
Ercie Ruth Whitley

Margaret Ann Cashon

Mail Jack Eaton Englewood Realty Co 1038 Lafayette

Attorneys Title Company
Tides Guaranteed

NASHVILLE, TENN.

32784

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUN 21 10 42 AM '66
NOTES: BOOK 114 PAGE 347
RECORDING FEE $ 2.50
DEP. REG. .77

STATE TAX $ 11.70
PROBATE .50
TOTAL $ 12.20
JUN 21 1966

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID JUN 21 1966