Installment Deed

BOOK 1041 PAGE 936

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
CHARLES E. BINKLEY, ET UX	CHARLES E. BINKLEY	Map 29
(NAME) HARROWBONE LAKE ROAD	MID-STATE (NAME) SECURITY & AUCTION 1715 CLARKSVILLE HIGHWAY	P/O 32
(STREET ADDRESS OR ROUTE NUMBER) NASHVILLE, TENNESSEE	(STREET ADDRESS) NASHVILLE, TENNESSEE	MS
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND AND NO/100---------- ($1,000.00)---------- **Dollars,** **of which** TWO HUNDRED AND NO/100---------- ($200.00)---------- **Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder** EIGHT HUNDRED AND NO/100---- ($800.00)---------- **Dollars,**

CHARLES E. BINKLEY AND WIFE, DOROTHY MAE BINKLEY

have executed

THEIR NOTE OF EVEN DATE IN THE AMOUNT OF $800.00, PAYABLE TO A. L. KRANTZ AND WIFE, JOE ETTER KRANTZ, AND PAYABLE IN MONTHLY INSTALLMENTS, TOGETHER WITH INTEREST AT THE RATE OF 6% PER ANNUM, WITH SAID INTEREST TO BE PAYABLE ANNUALLY, AND TO SAID NOTE REFERENCE IS HEREBY MADE FOR A MORE COMPLETE AND ACCURATE DESCRIPTION OF THE TERMS AND CONDITIONS THEREOF.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, A. L. KRANTZ AND WIFE, JOE ETTER KRANTZ

have this day bargained and sold, and do hereby transfer and convey unto the said CHARLES E. BINKLEY AND WIFE, DOROTHY MAE BINKLEY

THEIR **(successors), heirs and assigns,**

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

LAND IN THE 14TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, BEING PART OF LOT NO. 9 ON THE PLAN OF THE SUBDIVISION OF THE LANDS OF THE HENRY FLOTO ESTATE, AS OF RECORD IN BOOK 421, PAGE 147, REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBED ACCORDING TO A SURVEY MADE BY RAYMOND P. SMITH CO., SURVEYORS, JUNE 24, 1966, AS FOLLOWS: BEGINNING AT AN IRON PIN ON THE EASTERLY LINE OF THE PROPERTY CONVEYED TO CHARLES E. BINKLEY AND WIFE, DOROTHY MAI BINKLEY, BY DEED FROM CLARA RAY, OF RECORD IN BOOK 3956, PAGE 491, SAID REGISTER'S OFFICE, AT A POINT NORTH 50 DEGREES 15' EAST 304 FEET, NORTH 26 DEGREES EAST 254 FEET, NORTH 10 DEGREES 17' EAST 200 FEET AND NORTH 20 DEGREES 07' WEST 6.5 FEET FROM AN IRON PIN IN THE CENTER OF HARROWBONE LAKE ROAD, THE NORTHWEST CORNER OF THE HICKS PROPERTY, AS SHOWN ON SAID SURVEY; THENCE WITH THE NORTHERLY LINE OF SAID HICKS PROPERTY, SOUTH 89 DEGREES EAST 515 FEET TO AN IRON PIN ON THE WESTERLY LINE OF THE STATE OF TENNESSEE PROPERTY; THENCE WITH SAID LINE AS FOLLOWS: NORTH 5 DEGREES 24' WEST 135.8 FEET TO A CONCRETE MONUMENT, NORTH 16 DEGREES 19' WEST 178.9 FEET TO A CONCRETE MONUMENT, NORTH 17 DEGREES 08' WEST 255 FEET TO A CONCRETE MONUMENT, NORTH 20 DEGREES 16' WEST 170.5 FEET TO A CONCRETE MONUMENT, NORTH 28 DEGREES 50' WEST 277.7 FEET TO A CONCRETE MONUMENT, NORTH 48 DEGREES 59' WEST 100 FEET TO A CONCRETE MONUMENT, AND NORTH 84 DEGREES 03' WEST 128.4 FEET TO AN IRON PIN, THE NORTHEAST CORNER OF SAID BINKLEY PROPERTY; THENCE WITH THE EASTERLY LINE OF SAID BINKLEY PROPERTY SOUTH 7 DEGREES 37' WEST 331.9 FEET TO AN IRON PIN IN THE NORTHEASTERLY MARGIN OF AN OLD DIRT ROAD; THENCE WITH SAID DIRT ROAD AND THE EASTERLY LINE OF SAID BINKLEY PROPERTY AS FOLLOWS: SOUTH 40 DEGREES 40

This instrument was prepared
GRISSIM AND SHORT, Attorne
Court Square Building
Nashville, Tennessee

[illegible] of Writing, Typing o[illegible]
[illegible] Identification

NORTH TO AN IRON PIN, SOUTH 2 DEGREES 58' WEST 287 FEET TO AN IRON PIN, SOUTH 8 DEGREES 15' WEST 240 FEET TO AN IRON PIN AND SOUTH 2 DEGREES, 07' EAST 159-1/2 FEET TO THE BEGINNING, CONTAINING 3.1 ACRES, MORE OR LESS.

BEING PART OF THE REAL PROPERTY CONVEYED TO A. L. KRANTZ BY DEED FROM JAMES P. WEST, CLERK AND MASTER, OF RECORD IN BOOK 535, PAGE 192, SAID REGISTER'S OFFICE.

DOCUMENTARY

unimproved ( )
This is improved ( ) property, known as ..... (House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said CHARLES E. BINKLEY AND WIFE, DOROTHY MAE BINKLEY THEIR *(successors), 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* CHARLES E. BINKLEY AND WIFE, DOROTHY MAE BINKLEY THEIR *(successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said [illegible] *hereinafter referred to as trustors, hereby transfer and convey unto* J. M. [illegible], *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $ ....., or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 16 day of JULY, 19 62

A. Lee

A. L. Krouse

Joe Ellen Krouse

Charles E. Binkley

Dorothy Mae Binkley

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ... a Notary Public in and for said County and State, A. L. KROUSE AND WIFE JOE ELLEN KROUSE AND CHARLES E. BINKLEY AND WIFE DOROTHY MAE BINKLEY, the within named 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 16 day of JULY, 1962.

My Commission Expires April 27, 1963 ..... Notary Public

Commission expires 1963

STATE OF.....

COUNTY OF.....

BOOK 4041 PAGE 939

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

.....

the within named 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 }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared*.....,
with whom I am personally acquainted, and who, upon oath, acknowledged .....*self to be*.....
.....*of the*.....,
the within named bargainor, a corporation, and that .....*he as such*.....,
being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporatoin by .....*self as*.....

Witness my hand and seal, at office in.....,
this.....*day of*....., *19*.....

.....*Notary Public*

Commission expires.....

INSTALLMENT DEED

FROM

A. L. KRAATZ AND WIFE JOE ELLA KRAATZ

TO

Mark E. Quarles and wife Dorothy Ann Quarles

Dorothy Ann Quarles

Elect Survivor

STATE TAX $ 150
PROBATE 50
TOTAL $ 2.00

AUG 1 1966

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

PAID AUG 1 - 1966

37876

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

AUG 1 12 58 PM '66

NOTED BOOK 114 PAGE 579
RECORDING FEE $ 2.50
DEP. REG. C

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE