ed by: James Hall Attorney 626 Gallatin Rd Madison Tenn
Starts: J. Belew - 137 Old Trinity Lane Nash - Map 71-1
w Owners: Same Part 3

INSTALLMENT DEED BOOK 4043 PAGE 579 12 D

For and in Consideration of the sum of

Twenty Thousand ($20,000.00)----and no/100---------- Dollars,

of which ---------Two Hundred ($200.00) and no/100---------- Dollars,

has been paid in cash by James E. Belew, Jr. , Emerson J. Belew

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

---Nineteen Thousand Eight Hundred ($19,800.00) and no/100---------- Dollars,

the said James E. Belew, Jr., , Belew has

executed one note of even date herewith in the original principal amount of $19,800.00, payable to Edward C. Nichols and payable in monthly installments of $200.00 each, including both principal and interest at the rate of 4½% per centum per annum, the first installment being due and payable on the first day of December, 1962, and others being due and payable on the first day of each successive month thereafter until the full face amount of said note together with all interest thereon is fully paid; said installments are to be applied first to the payment of interest and balance to principal,

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, Edward C. Nichols and wife, Lucile Nichols

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

James E. Belew, Jr., , their heirs and assigns,
Emerson J. Belew

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

Land in Davidson County, Tennessee, being Lots Nos. 17 and 18 on the Map of T. J. Cage's Subdivision of the Tarpley Place, as of record in Book 332, page 97, Register's Office for said County.

Said Lots Nos. 17 and 18 front together 200 feet on the westerly side of Meadow Avenue and run back 227.5 feet on the northerly line and 274.5 feet on the southerly line with the northerly margin of Trinity Lane to the center of a branch, measuring 207 feet, more or less, thereon.

Being the same property conveyed to Edward C. Nichols, by deed from John R. Kavanaugh and wife, et als, of record in Book 2346, page 369, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to an unrecorded lease to Armour and Company ending Nov. 30, 1964, and providing for renewal options.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James E. Below Jr. [illegible], 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 James E. Below Jr. and wife, Frances J. Below 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 James E. Below, Jr. and wife, Frances J. Below

do hereby transfer and convey unto Lindley Murray, 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 James E. Below, Jr. and Frances J. Below

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.

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 James E. Below, Jr. and wife, Frances J. Below, 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; If 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 fee 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 James E. Below Jr. and wife, Frances J. Below 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 Useful owner and holder of said lien notes, or, if more than one, then of the first-maturing unpaid 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 Lindley Murray, 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 trust hereby.

IN WITNESS WHEREOF, we, the said Edward C. Nichols and wife, Lucile Nichols and James E. Belew, Jr. and wife, Frances J. Belew hereunto set our hands at Nashville, Tennessee, this the 15th day of Aug. 1966

Edward C. Nichols

Lucile Nichols

James E. Belew, Jr.

Frances J. Belew

STATE OF TENNESSEE
Davidson County

Personally appeared before me, James T. Tull, a Notary Public in and for said County and State, the within named Edward C. Nichols and wife, Lucile Nichols and James E. Belew Jr.,

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 15th day of August, 1966

Commission Expires Apr 15, 1970

James T. Tull, 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 within named bargainer, a corporation, and that as such _____, 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
Edward C. Nichols and wife,

TO
James E. Below, Jr.

Attorneys Title Company
Titles Guaranteed

10390

NASHVILLE, TENN.

Mtg. to Jerome Adams Jr. - 137.52 Fourth Nat. Mortgage Assoc.

STATE TAX $ 2.00
PROBATE .50
TOTAL $ 36.52
AUG 19 1966

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY