mail tax statement to owner: E. B. Bryan 407 Hillsboro Rd. north madison
E B Bryan

Deed Prepared by James R. McKinney, Attorney, Madison, Tennessee

Map. 42-12
Par. 3
PW

BOOK 4062 PAGE 232

Installment Deed

FOR AND IN CONSIDERATION of the sum of ----------

Sixteen thousand and No/100 ($16,000.00) ---------- *Dollars,*

of which Four thousand and No/100 ($4,000.00) ----------

---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twelve thousand and No/100

($12,000.00) ---------- *Dollars,*

We, E. B. Bryan and wife, Pataray Y. Bryan

---------- *ha ve executed*

An installment Deed Note in the principal sum of Twelve thousand and No/100 ($12,000.00) dollars, at Six (6%) percent per annum, executed of even date herewith by E. B. Bryan et us, Pataray Y. Bryan to E. O. Russell and wife Bettie Lou Russell, at the rate of $105.75 per monthe, the first payment shall commence on the 1st day of January, 1966, and the same sum due and payable on the same day of each consecutive month, thereafter until principal and interest is paid in full, the said payment of $105.75 shall include principal and interest, with entire amount due on or before Fourteen (14) years from date.

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, We, E. O. Russell and wife, Bettie Lou Russell

have this day bargained and sold, and do hereby transfer and convey unto the said E. B. Bryan, and wife, Pataray Y. Bryan, their

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

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

Being part of Lot No. 4 on the Map of Subdivision of the Gee Lands, of record in Book 332, page 74, Register's Office for said County, and described according to a copy of a survey thereof made in December 1938, by Z. J. Wilkinson, Surveyor, as follows:

Beginning at a point in the north margin of Williams Avenue as established and located on the Map of M. N. Young's Subdivision of Lot 5 of the Gee Lands, of record in Book 974, page 5, Register's Office for said County, and as agreed to be widened and located as shown in a deed of trust of record Book 801, page 142, said Register's Office, said point being at the southwest corner of the property conveyed to Jones by deed of record in Book 1250, page 177, said Register's Office, said point also being 1170.5 feet west of the westerly margin of the right-of-way of the L & N Railroad; thence along Jones' westerly line, north 2½' east 705 feet to a point; thence north 87¼' west 218 feet to a point; thence south 2½' west 705 feet to the north margin of Williams Avenue, as extended; thence with the margin of the same, south 87¼' east 205.5 feet to the point of the beginning.

Being the same property conveyed to E. O. Russell and wife, Bettie Lou Russell, by deed from Frederick A. George and wife, Ruby George, of record in Book 2275, page 591, said Register's Office.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto, belonging, to the said E. B. Bryan and wife, Pataray T. Bryan, 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* E. B. Bryan and wife, Pataray T. Bryan _____ *(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 E. B. Bryan and wife, Pataray T. Bryan _____ *hereinafter referred to as trustors, hereby transfer and convey unto* James R. McKinney _____, *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 $10,000.00, *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 13th *day of* December, 19 65.

x Bettie Lou Russell

E. O. Russell

E. B. Bryan

Pataray Y. Bryan

STATE OF TENNESSEE }

COUNTY OF DAVIDSON }

Personally appeared before me, James R. McKinney, *a Notary Public in and for said County and State,* E. B. Bryan, Pataray Y. Bryan, E. O. Russell, and Bettie Lou Russell *the within named 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 Madison, Tennessee *this* 13th *day of* December, 1965.

Notary Public

Commission expires February 10, 1969

STATE OF_____

COUNTY OF_____ BOOK 4062 PAGE 235

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_____

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 corporation by _____self as_____.

Witness my hand and seal, at office in_____, this_____day of_____, 19___.

_____*Notary Public*

*Commission expires*_____

45290

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

SEP 27 1 01 PM '66
NOTE BOOK 115 PAGE 66
RECORDING FEE $ 2.50
DEP. REG. ___

STATE TAX $ 24.00
PROBATE .50
TOTAL $ 24.50
SEP 27 1966
PAID SEP 27 1966
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

14400.

INSTALLMENT DEED

FROM E. O. Russell and wife,

Battle Lou Russell

TO E. B. Bryan and wife,

Patsy Y. Bryan

Compliments of

Madison Title Co

MADISON, TENNESSEE

Representing

Southern Title Insurance Company
4277 Lyons View Pike
KNOXVILLE, TENNESSEE

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