This deed prepared by: James H. Hill, Attorney, 626 Gallatin Rd., Madison, Tenn.
New Owners: Mrs. Willie T. Lusky and Mrs. Lettie L. Jones, 209 Monticello Dr. Madison, Tennessee.
Send tax statements to: New Owners (above)

BOOK 4092 PAGE 579

Map 34-9
Par. 24
no.

Installment Deed

FOR AND IN CONSIDERATION of the sum of $22,500.00

TWENTY TWO THOUSAND FIVE HUNDRED AND NO/100 - - - - - - - - - - - *Dollars,*

of which $7,500.00

SEVEN THOUSAND FIVE HUNDRED AND NO/100 - - - - - - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder $15,000.00

FIFTEEN THOUSAND AND NO/100 - - - - - - - - - - - - - - - *Dollars,*

the grantees herein

have ve *executed*

an installment deed note in the principal sum of $15,000.00 payable to the grantor at the rate of $125.00 per month for five years, at 6% interest, the first payment to commence on June 1, 1967 and the same sum due and payable on the same day of each consecutive month thereafter for five years. At the end of that timethe entire balance will be due and payable.

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, I, Charles P. Stidham, a widower, the Grantor

have this day bargained and sold, and do hereby transfer and convey unto the said Mrs. Willie T. Lusky and Mrs. Lettie L. Jones, the Grantees

their *(successors), heirs and assigns,*

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

Being lots Nos. 28, 30 and 32 on the map of Bransford Realty Company's Alta Loma Subdivision, as of record in book 421, page 44, Register's Office for said County described together as follows:

Beginning in the center of Monticello Avenue, where the west line of the right of way of the L & N Railroad crosses the same; thence with said right of way northerly 476 feet to the end of a 30 ft. strip reserved; thence westerly to the southeast corner of lot No. 30; thence northerly with said strip 83 ft. more or less; thence westerly 30 ft; thence northerly 717 ft. to the corner of lots Nos. 32 and 34; thence with the line between said two lots and with an old stone fence westerly 605 ft. to the center of Monticello Avenue; thence with the center of said Avenue southerly 861½ ft, more or less, to a bend in said Avenue, continuing with said Avenue southerly 462½ ft. to the corner of lots Nos. 25, 26, 27 and 28; thence with the center of said Avenue and with the line between lots Nos. 26 and 28 easterly 454 ft. to the beginning, containing 17.27 acres, be the same more or less.

Being a part of the same property conveyed from J. E. Thompson, unmarried, to Charles P. Stidham and wife, Bettie Stidham, by warranty deed, as of record in Book 1151, page 401, Register's Office for Davidson County, Tennessee, the said Bettie Stidham having since died.

(Included in the above description but expressly excluded from this conveyance is the following described tracts of land);

Beginning at a point in the northeast corner of Lot No. 1 on the Plan of Rebecca Heights as of record in Book 2330, page 150, Register's Office for Davidson County, Tennessee, thence in an easterly direction along the southerly line of the James Monroe Smith et ux property being Lot No. 34 of the Alta Loma Subdivision 309 ft. to a point being the corner of L&N R.R. right-of-way, thence along the L&N R.R. right-of-way in a southerly direction 272 ft. to an iron stake, thence in a westerly direction 309 ft. to a point, said point being the southeast corner of Lot Noo 2 of the Rebecca Heights Subdivision, thence in a northerly direction along the easterly line of said Lots Nos.1 and 2, 272 ft. to the point of beginning.

Being the same property as conveyed by installment deed from Charles P. Stidham and wife, to James M. Smith and wife as of record in Book 3282, page 160, Register's Office for Davidson County, Tennessee.

Being the westerly parts of Lots Nos. 30 and 32 on the Map of Bransford Realty Company's Alta Loma Subdivision, of record in Book 421, page 44, Register's Office for said County and described as follows:

Beginning at a point in the center line of Monticello Drive, opposite a hackberry tree at the northwest corner of the property conveyed to Clyde M. Loftis and wife, by deed of record in Book 2282, page 543, said Register's Office; thence with the center line of said Road north 3° 30' east 653½ ft., more or less to a point, the southwest corner of the Smith land; thence along Smith's south line along an old stone fence south 86° 15' east 320 ft, more or less, to an iron pin at the base of an oak tree; thence south 3° 25' west 663½ ft, moreor less, to an iron pin at Loftis northeast corner; thence with their north line, north 84° 15' west 320 ft., more or less to the point of beginning, containing 4.53 acres, more or less, according to a survey made by N. G. Jenkins, Surveyor, dated November 5th, 1955.

Being the same property as conveyed from Charles P. Stidham and wife, by installment deed, to Dan Leech and wife, as of record in Book 2488, page 292, R.O.D.C.Tem.

~~Being Lots Nos. 28, 30 and 32 on the map of Bransford Realty Company's Alta Loma Subdivision, as of record in book 421, page 44, Register's Office for said County, described together as follows:~~

Land in Davidson County, Tennessee, being a part of Lots Nos. 28 and 30 on the Map of Bransford Realty Company's Alta Loma Subdivision, as of record in Book 421, Page 44, Register's Office for Said County; and more specifically that land in Davidson County, Tenn., of record, on a map prepared by N. G. Jenkins, Surveyor, datedMay 29, 1954, in Book___page_____,R.O.D.C. described as follows:

Beginning at a point on the above mentioned Jenkin's Map called the "Point of Beginning", (this starting point is that point in the center of Monticello Ave. nearest to the corner of Lots Nos. 25, 26, 27 and 28 on the above mentioned Alta Loma Subdivision Map), and extending easterly 203 ft. in the center line of Monticello Drive to a point; thence northerly 620 feet to an iron pin; thence westwardly 320 ft. to a point in the center line of Monticello Drive; thence southerly in the center line of Monticello Dr. 208 ft. to a point; thence still in the center line of Monticello Drive southeasterly a distance of 462½ ft. to the starting point of "Point of Beginning". Monticello Ave. and Monticello Drive are the same street.

Being the same property as conveyed from Charles P. Stidham and wife, Bettie Stidham, by warranty deed, to Clyde M. Loftis and wife, Thelma L. Loftis, as of record in Book 2282, page 543, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto, belonging, to the said grantees *their (successors), heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

I further covenant and bind myself, my *heirs and representatives, to warrant and forever defend the title to said* grantees 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 Grantees *hereinafter referred to as trustors, hereby transfer and convey unto* William H. Howell, *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 $15,000.00, *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 6th *day of* Jan *, 19* 67.

Charles P. Stidham

Mrs Willie T. Lusky

Lettie L. Jones

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned *, a Notary Public in and for said County and State,* Charles P. Stidham, a widowar, and Mrs Willie T. Lusky and Lettie L. Jones *the within named bargainor S, 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* 6th *day of* January *, 19* 67

James H. Hill *Notary Public*

Commission expires April 15, 1970

COUNTY TAX 1.50

STATE OF _____)
)
COUNTY OF _____)

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 _____

$22,500.00

INSTALLMENT DEED

FROM

CHARLES P. STIDHAM, a widower,

TO

MRS. WILLIE T. LUSKY and

MRS. LETTIE L. JONES

56821

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JAN 11 2 02 PM '67

NOTED BOOK 115 PAGE 590
RECORDING FEE 2.50
DEP. REG. N.C.

Compliments of

Madison Title Company
MADISON, TENNESSEE

Representing

Southern Title Insurance Company
4277 Lyons View Pike
KNOXVILLE, TENNESSEE

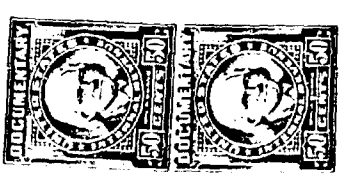
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Mail to: Mrs. Willie T. Lusky
616 Hamblen Ave.
Madison, Tenn. 37115



STATE TAX $ 3.75
PROBATE $ .50
TOTAL $ 4.25

PAID JAN 11 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.



STATE TAX $ 13.00
PROBATE .50
TOTAL $ 13.50

PAID JAN 11 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.