FORM 1003

INSTALLMENT DEED

BOOK 4099 PAGE 513

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Margaret Lee Harding	Walter M. Noel & Company, Inc.	W24-12435
(NAME:) 1403 Sweetbrier Avenue	(NAME:) Stahlman Building	Map 118-1
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn. 37212	(STREET ADDRESS) Nashville, Tenn. 37201	Par. 33
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION OF the sum of TWELVE THOUSAND SEVEN HUNDRED FORTY FIVE and No/100 ($12,745.00) DOLLARS

of which $ 1,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has assumed and agreed to pay the unpaid balance of $11,145.00 of a note dated August 24, 1964, in the original principal amount of $11,600.00, and secured by a deed of trust of record in Book 3805, page 263, Register's Office for Davidson County, Tennessee; and for the balance of $600.00, the grantee has executed her one promissory note of even date herewith, payable to the order of John W. Bates and wife, Shirley S. Bates, in 13 monthly installments of $50.00 each, including principal and interest at the rate of 6% per annum, beginning April 6, 1967, with the balance being due and payable on or before April 6, 1968, said payments to be applied first to the payment of interest 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

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

JOHN W. BATES and wife, SHIRLEY S. BATES,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

MARGARET LEE HARDING

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being the easterly 64 feet of Lot No. 10 on the Plan of Malcolm Clark's Subdivision of Lots Nos. 8 and 9 of W. L. B. Lawrence Plan, of record in Plan Book 2, page 124, Chancery Court at Nashville, Tennessee.

Said part of said lot fronts 64 feet on the southerly side of Sweetbrier Avenue and extends back 308 feet on the easterly line of Lot No. 10 and 309 feet on the westerly line of part of Lot No. 10, to a dead line in the rear on which it measures 64 feet.

Being the same property conveyed to John W. Bates and wife, Shirley S. Bates, by deed from C. O. Massie and wife, Sue W. Massie, of record in Book 3805, page 261, Register's Office for Davidson County, Tennessee.

This deed was prepared by John B. Henry, Attorney, 925 Stahlman Building, Nashville, Tennessee 37201.

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

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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. except as above set forth and property taxes which are assumed.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto John B. Henry 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 grantees 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 $ 11,600.00 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 interest 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 grantees, 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; 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 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 fees for advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 3rd day of February, 19 67.

Mrs. John W. Bates
Shirley S. Bates
Margaret Lee Harding

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, John B. Henry, a Notary Public in and for said County and State, the within named, John W. Bates and wife, Shirley S. Bates, and Margaret Lee Harding 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 3rd day of February, 1967

Commission Expires May 26, 1969 John Henry Notary Public.

STATE OF _____
_____ 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 bargainor, a corporation, and that { he / they } as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purpose 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

FILED FEB 3 - 1967
DAVIDSON COUNTY, TENN.
COUNTY COURT CLERK
R. E. WORRALL
FEB 9 1967
STATE TAX $ .50
PROBATE
TOTAL $ 2.50

INSTALLMENT DEED
FROM
JOHN W. BATES ET UX
TO
MARGARET LEE HARDING

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

59530

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

FEB 3 1 59 PM '67
NOTED: BOOK 115 PAGE 213
RECORDING FEE $ 2.50
DEP. REG. S

BOOK 4099 PAGE 515

This instrument prepared by Luke Hawks, atty. 2700 Franklin Rd Nash

NOTICE OF LIEN

NOTICE IS HEREBY GIVEN:

That Earl B. Bates, d/b/a Earl B. Bates Nursery, a proprietorship, located at 3814 Whites Creek Pike in Nashville, Davidson County, Tennessee, claims and holds a lien for materials and labor furnished in improving the following described real property, together with the improvements thereon, located in Davidson County, Tennessee, to wit:

> Being Lot No. 57 on the Plan of Warner Park Valley, Section I, as of record in Book 3600, pages 12,13 and 14, Register's Office for said County.
>
> Said Lot No. 57 fronts 100 feet on the southeasterly side of Percy Warner Blvd. and extends back between parallel lines, 150 feet to the right of way of the L & N Railroad.
>
> Being the same property conveyed to Reuben C. Setliff,III, and wife, Joie Gail Setliff, by deed from Bruce Batson, and wife,, Cathrin P. Batson recorded in Book _____ Page _____, Register's Office for said County.

Said lien is to secure the payment of the sum of Six Hundred Eighteen and 14/100 Dollars for materials and labor furnished to Ruben C. Setliff, III, and wife, Joie Gail Setliff, the owners, in the improvement of the above described real property, which materials and labor furnished and used under a contract with Layton Todd, of 1208 Calvin Avenue, Nashville, Davidson County, Tennessee.

Said materials and labor were furnished from December 14, 1966 through December 17, 1966, and for this material, Earl B. Bates, d/b/a Earl B. Bates Nursery claims a lien on said property in the sum of Six Hundred Eighteen and 14/100 Dollars. ($618.14).

Earl B. Bates, being first duly sworn, amkes oath and says that he is the owner of Earl B. Bates Nursery, that he is familiar with the facts above set forth,, and that the statements contained in this lien instrument are true to the best of his knowledge, information and belief, and that there are no set offs

or credits or counter-claims against the same, and that said claim is justly due, owing and unpaid, in the amount of Six Hundred Eighteen and 14/100 Dollars. ($618.14).

This instruemant is prepared and executed pursuant to the provisions of Title 64, Section 1115, and related sections of the Tennessee Code Annotated.

This the 2nd day of February, 1967.

EARL B. BATES NURSERY

BY: Earl B. Bates

Sworn to and subscribed before me this the 2nd day of February, 1967.

Mary Belle Harney
NOTARY PUBLIC

My Commission expires January 14, 1970

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me Mary Belle Harney a Notary Public in and for said county Earl B. Bates, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this the 2nd day of February, 1967.

Mary Belle Harney
NOTARY PUBLIC

My Commission expires January 14, 1970

BOOK 4099 PAGE 317

59531

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

FEB 3 2 07 PM '67

NOTED: BOOK 115 PAGE 213
RECORDING FEE $ 1.75
DEP. REG. [illegible]

Earl B. Bates, D/B/A
Earl B. Bates Nursery

TO

Reuben C. [illegible], et ux