This instrument was prepared by:
JAMES R. WYATT, ATTORNEY
235 Third Ave. North, Nashville, Tennessee

Installment Deed

BOOK 4100 PAGE 717

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Donald M. Frakes et ux.	Donald M. Frakes	13D-5100
(NAME:) 5108 Michigan Avenue	(NAME:) 5108 Michigan Avenue	Map. 78
(STREET ADDRESS OR ROUTE NUMBER) Nashville Tennessee	(STREET ADDRESS) Nashville Tennessee	P/o Par. 21 pw
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Four Thousand Nine Hundred Fifty and no/100 ---
----------($4,950.00) ---------- *Dollars,*
One Thousand and no/100 ----------($1,000.00) ----------
of which ----------
Dollars, has been paid in cash,
the receipt of which is hereby acknowledged, and for the remainder Three Thousand Nine Hundred Fifty
and no/100 ----------($3,950.00) ---------- *Dollars,*

Donald M. Frakes and wife, Barbara Frakes *ha ve executed*

their promissory note of even date herewith in the amount of $3,950.00 payable to the order of Joe W. Collier and wife, Ruth W. Collier and Lewis W. Collier and wife, Dale Collier, at the rate of $200.00 quarterly, with interest at the rate of 6% per annum; the first payment being due May 6, 1967, and the others quarterly thereafter, with privilege of prepayment in full on or before any payment date reserved by the grantees,

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, Joe W. Collier and wife, Ruth W. Collier and Lewis W. Collier and wife, Dale Collier,

I have this day bargained and sold, and do hereby transfer and convey unto the said Donald M. Frakes and wife, Barbara Frakes, their

(successors), heirs and assigns,

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

A tract of land in the 13th Civil District of said County and State, described according to a survey by Hickerson & Pleasant Engineering Company, January 13, 1966, as follows:
Beginning at a point on the southeasterly margin of Tidwell Hollow Road, said point being 1385 feet northeasterly from the easterly margin of Old Hickory Boulevard; thence south 28° 30' east 1285 feet to an iron pin; thence north 70° 30' east 320 feet to an iron pin; thence north 29° 15' west 1445 feet to the southeasterly margin of Tidwell Hollow Road; thence with the same southwesterly 79 feet, and continuing with the same south 39° 04' east 213.5 feet, and continuing with same southwesterly 27.4 feet to the beginning, containing 9.9 acres, more or less.
Being part of the real property conveyed to Lewis W. Collier and wife, Dale Collier, by deed from Karen M. West, of record in book 3459, page 84, and Lewis W. Collier and wife conveyed a one-half undivided interest in property including premises to Joe W. Collier and wife, Ruth W. Collier, by deed of record in book 3462, page 629, Register's Office for said County.

This conveyance is made subject to the following restrictions:
No residence shall be erected on premises having less than 1200 square feet of floor space devoted to the living area. Porches, breezeways, garages, and similar spaces shall be in addition to, and not included, in said 1200 square feet requirements. All structure shall consist of at least 50% brick or stone masonry construction.

No building will be constructed within 250 feet of the rear of any residence.

The foregoing restrictions are hereby declared to be covenants running with the land and shall be binding and obligatory upon all persons who now own, or who may hereafter own, possess, or occupy said property for a period of 20 years from date of deed.

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 Donald M. Frakes and wife, Barbara Frakes, 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* Donald M. Frakes and wife, Barbara Frakes, 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 Donald M. Frakes and wife, Barbara Frakes, ...
.....
hereinafter referred to as trustors, hereby transfer and convey unto William O. Lee *, 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 6th *day of* February, *19* 67





Joe W Collier
Ruth W Collier
Lewis W. Collier
Dale Collier
Donald M. Frakes
Barbara Frakes

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., *a Notary Public in and for said County and State,* Joe W. Collier and wife, Ruth W. Collier, and Lewis W. Collier and wife, Dale Collier, *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 Nashville, *Tennessee, this* 6 *day of* February, *19* 67

G.H. Collier
Notary Public

My Commission Expires July 13, 1967

Commission expires.....

STATE OF TENNESSEE

COUNTY OF DAVIDSON

BOOK 4100 PAGE 720

Personally appeared before me, J. R. Wyatt *a Notary Public in and for said County and State,* Donald M. Frakes and wife, Barbara Frakes,

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 Nashville, Tennessee *this* 7 *day of* February, *19* 67.

Commission expires July 22, 1967 J. R. Wyatt *Notary Public*

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 .....

Guaranty Title 4.

INSTALLMENT DEED

FROM

Joe W. Collier et al.

TO

Donald M. Frakes et ux.

59965

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

FEB 7 3 34 PM '67

NOTED: BOOK 115 PAGE 733
RECORDING FEE $ 2.25
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

STATE TAX $ 7.03
PROBATE 50
TOTAL $ 7.53

FEB 7 1967

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

PAID FEB 7 - 1967

STATE TAX $ 1.75
PROBATE 50
TOTAL $ 2.25

FEB 7 1967

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

PAID FEB 7 - 1967