This instrument was prepared by: Andrew D. Tanner, Attorney
507 American Trust Building
Nashville, Tennessee

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Edward M. Bowen, Jr, etux	Charles F. Dearman, etux	36345-7 DA
(NAME:) 2711Valley Brook Drive	(NAME:) 715 South College Street,	
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee 37215	(STREET ADDRESS) Smithville, Tennessee	BOOK 4101 PAGE 488
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

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

TWENTY SEVEN THOUSAND and no/100 ($27,000.00) --------- *Dollars,*

of which ----------

SEVEN THOUSAND and no/100 ($7,000.00) ------- *Dollars, has been paid in cash,*

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

TWENTY THOUSAND and no/100 ($20,000.00) ---------- *Dollars,*

Edward M. Bowen, Jr. and wife, Sue H. Bowen, *have executed*
their joint promissory note of even date herewith payable to Charles F. Dearman and wife, Ada Mildred Dearman, in three hundred (300) monthly payments of One Hundred Twenty eight and 87/100 ($128.87) Dollars each, first payment due 4th day of March 1967, and a similar payment on the 4th day of each month thereafter until all principal and interest has been paid, and the Bowens have also agreed to make monthly payments on the same dates of $5.92 to pay for insurance and $51.68 per month to pay taxes, making total monthly payments of $186.47, interest at rate of 6% being computed and included in the monthly payment of $128.87, said note

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, Charles F. Dearman and wife, Ada Mildred Dearman,

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

Edward M. Bowen, Jr. and wife, Sue H. Bowen,

their *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, being Lot No. 35 on the Plan of Woodmont Estates, Section 2, as of record in Book 1130, page 99, Register's Office for said County, described as follows:

BEGINNING on the southerly margin of Valley Brook Place, at the corner of Lots Nos. 35 and 36; thence with the line between said two lots, southwardly 260 feet; thence westwardly 123.7 feet to the easterly margin of Hilldale Drive; thence with said Drive, northwardly 234 feet to the beginning of a curve; thence around said curve, with a radius of 26.3 feet, northeastwardly 39.95 feet to the southerly margin of Valley Brook Place; thence with said Place, eastwardly 92.9 feet to the beginning.

Being the same property conveyed to Charles F. Dearman and wife, Ada Mildred Dearman, by deed from W. Walker Cherry, et ux, of record in Book 2594, page 146, said Register's Office.

*With reference to the payment of the note for $20,000.00 above referred to, it is agreed by the parties as follows: The Bowens agree that no part of said note can or will be paid by them during the first five (5) years from the date of same, above the monthly amortized payments. However, if the Bowens transfer the title to said property, said note may be paid in whole or in part, above the monthly payments provided an acceleration penalty is paid on the following basis: (1) A penalty of 30% on the unpaid balance for any accelerated payments during the first year; (2) A penalty of 25% on the unpaid

over---

balance for any accelerated payments made during the second year; (3) A penalty of 20% on the unpaid balance for any accelerated payments made during the third year; (4) A penalty of 15% on the unpaid balance for any accelerated payments made during the fourth year; and (5) A penalty of 10% on the unpaid balance for any accelerated payments made during the fifth year.

unimproved ( )
This is improved (X) property, known as 2711 (House Number) Valley Brook Place (Street), Nashville (P. O. Address:), Tennessee (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Edward M. Bowen, Jr. and wife, Sue H. Bowen, 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* Edward M. Bowen, Jr. and wife, Sue H. Bowen, 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 Edward H. Bowen, Jr. and wife, Sue H. Bowen, *hereinafter referred to as trustors, hereby transfer and convey unto* Andrew D. Tanner, *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 $ 20,000.00, *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 3 *day of* February, *19* 67

STATE TAX $ 40.50 PROBATE .50 TOTAL $ 41.00

FEB 10 1967

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

PAID FEB 10 1967

CT

STATE TAX $ 18.00 PROBATE .50 TOTAL $ 18.50

FEB 10 1967

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

PAID FEB 10 1967

CT

Charles F. Dearman

Ada Mildred Dearman

Edward M. Bowen, Jr.

Sue H. Bowen

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ De Kalb }

Personally appeared before me, ... *a Notary Public in and for said County and State,* Charles F. Dearman and wife, Ada Mildred Dearman,

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 Smithville *Tennessee, this* 3 *day of* February, *19* 67.

J. H. Lawson *Notary Public*

Commission expires 1-8-1970

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Personally appeared before me, Ina N. Kent, *a Notary Public in and for said County and State,* Edward M. Bowen, Jr., and wife, Sue H. Bowen, *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* 4th *day of* February, *19*67

Ina N. Kent *Notary Public*

Commission expires

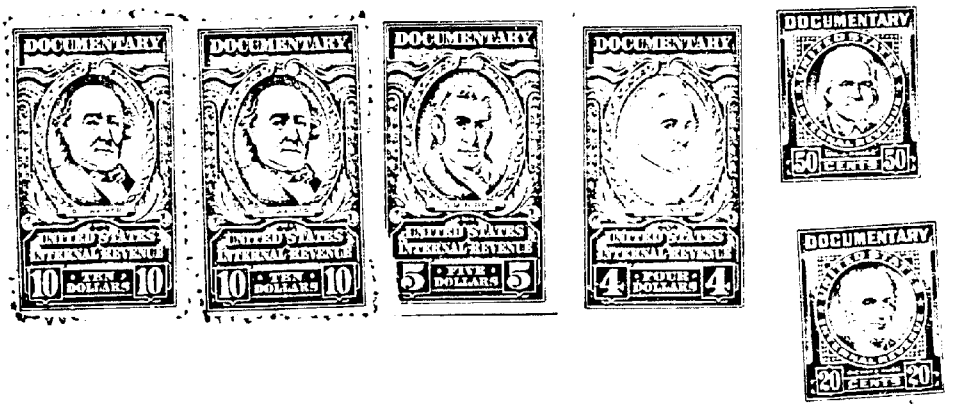
STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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



Mail to: Nixon-Kent Company, 2535 Franklin Road, Nashville, Tennessee 37204

INSTALLMENT DEED

FROM

CHARLES F. DEARMAN et ux

TO

EDWARD M. BOWEN, JR., et ux

60270

REGISTER
DAVIDSON COUNTY
STATE OF TENN

FEB 10 10 48 AM '67

NOTE BOOK 115 PAGE 247
RECORDING FEE $ 2.75
DEP. REG. 33

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE

$27,000.00