Owners Address
3218 Leswood Lane
Nashville, Tennessee

Mr. James H. Barton

Mail Tax Statement to: Par: 14D-38060
3218 Leswood Lane
Nashville, Tennessee Map 14

Mr. James H. Barton P/o Par. 46.1

Installment Deed

BOOK 4101 PAGE 586 Mo.

FOR AND IN CONSIDERATION of the sum of Twenty-five Hundred and No/100..... *Dollars,*

of which Three Hundred and No/100..... *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Twenty-two Hundred and No/100..... *Dollars,*

James H. Barton and wife, Nerine D. Barton,

have executed

their promissory note, payable in monthly installments of Forty-two and 55/100 ($42.55) Dollars per month (including six percent (6%) interest on the unpaid balance), and payable for a period of sixty (60) months, commencing March 1, 1967, with other provisions set out in said notes of even date herewith, payable to Alberta Hester Hays or order,

This instrument prepared by:
Attorney Louis Farrell
American Trust Building
Nashville, Tennessee

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, Alberta Hester Hays, a widow,

have this day bargained and sold, and do hereby transfer and convey unto the said James H. Barton and wife, Nerine D. Barton,

their (~~successors~~), *heirs and assigns,*

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

Land in the 14th Civil District of Davidson County, Tennessee, being Lot No. 28 on a survey of Division No. 1, H. T. Hays Tract, described according to a survey made by D. E. Boner and E. Medlin, Surveyors, April 12, 1963, as follows:

LOT NO. 28: Beginning at a point on the westerly margin of Bidwell Road, North 2° 30' East 4300 feet from the northwest corner of said Road and Old Clarksville Pike; thence with the westerly margin of said Road, North 2° 30' East 150 feet; thence North 87° 30' West, 791.65 feet; thence South 2° 29' West 150 feet; thence South 87° 30' East 791.61 feet to the beginning, containing 2.72 acres, more or less.

BEING a part of the same property conveyed to Herbert Thurman Hayes and wife, Alberta Hester Hayes by deed from Thurman W. Ford and wife, Nina Ford, of record in Book 4051, page 927, Register's Office for Davidson County, Tennessee. The said Herbert Thurman (Hayes) Hays having since died.

Owners Address Mail Tax Statement to

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And Alberta Hester Hays, the grantor, warrants and represents that she is the grantee in the above described deed, but that her last name was misspelled in said deed by mistake.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James H. Barton and wife, Nerine D. Barton, 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,* except for Metro Taxes for 1967, which are assumed by the purchaser.

I do *further covenant and bind* myself, and my *heirs and representatives, to warrant and forever defend the title to said real estate to said* James H. Barton and wife, Nerine D. Barton, 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 James H. Barton and wife, Nerine D. Barton *hereinafter referred to as trustors, hereby transfer and convey unto* Louis Farrell, Jr. *, 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 $ 2,200.00 *, 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 5th *day of* February, *19*67.

Alberta Hester Hays

James H. Barton

Nerine D. Barton

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, [illegible], *a Notary Public in and for said County and State,* [illegible] *the within named bargainor*s, *with whom I am personally acquainted, and who acknowledged that* [illegible] *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at [illegible] *Tennessee, this* 5 *day of* February, *19*67.

Notary Public

Commission expires My Commission Expires May 5, 1968

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 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.....

STATE TAX $ 37.50
PROBATE .50
TOTAL $ 42.50

FEB 10 1987

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

PAID FEB 10 1987

STATE TAX $ 7.50
PROBATE .50
TOTAL $ 8.00

FEB 10 1987

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

PAID FEB 10 1987

MAIL TO: JIM STEVENS RLTY. AUCTION
3937 GALLATIN RD. NASHVILLE, TENN.

INSTALLMENT DEED

FROM
ALBERTA HESTER HAYS

TO
JAMES H. BARTON AND WIFE,
NERINE D. BARTON

BOOK 4101 PAGE 309

6 0 3 1 4

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

FEB 10 12 27 PM '87

OFFICE BOOK 115 PAGE 749
RECORDING FEE $ 3.50
DEP. REG. .....

Compliments of

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& Union
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