Send 1st Statement to William H. Rainey
293 Harpeth Lane Nashville Tenn 37211

BOOK 4113 PAGE 752 Map 148-9 Par. 87

INSTALLMENT DEED New Owners: Mr. William H.Rainey Tax Notices Same Parcel 5D-45781

For and in Consideration of the sum of ($27,000.00)

Twenty Seven Thousand and no/100 Dollars,

of which Two Thousand and no/100 ($2,000.00) Dollars,

has been paid in cash by William H.Rainey and wife, M.Josephine T.Rainey

the receipt of which is hereby acknowledged, and for the remainder Twenty Five Thousand

($25,000.00) Dollars,

the said William H.Rainey and wife, M.Josephine T.Rainey have their note, for that amount, of even date herewith, payable to the order of John J.Pfeiffer and wife, Geneva L.Pfeiffer, in monthly installments of One Hundred Twenty Five ($125.00) Dollars each, incldiung interest at the rate of 5% per annum. Out of each installment the interest will first be deducted and the balance applied on the principal. Firstpayment to commence on the First day of May,1967. Taxes and Insurance are not included in the monthly installments. It is understood and agreed that the property will not be sold or conveyed while any part of this note remains unpaid. Any such conveyance or attempt to convey will at the option of said note, mature unpaid balance and make the entire balance become due and payable.

This Instrument was prepared by:
DODSON BATSON, Attorney
702 First Amer. Nat'l Bk. Bldg.
Nashville, Tennessee

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, John J.Pfeiffer and wife, Geneva L.Pfeiffer

have this day bargained and sold, and do hereby transfer and convey unto the said William H.Rainey and wife, M.Josephine T.Rainey, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 5 on the Map of H.E.Bernal's Haywood Heights Subdivision, in the 5th Civil District of said County, not of record, described according to a copy of a survey thereof made by George W.Watkins, Surveyor, April, 1950, as follows:

BEGINNING at a point in the center of Haywood Lane at the corner of Lots Nos. 4 and 5; thence with the line between said lots, South 0°10' East 1119.8 feet to a point; thence North 89° West 140 feet to the line between Lots Nos. 5 and 6; thence with the line of the same, North 0°45' West 1107 feet to the center line of Haywood Lane; thence with the center line of the same, easterly 150 feet to the point of beginning.

Being the same property conveyed to John J.Pfeiffer and wife, Geneva L.Pfeiffer by deed from Wilford H. Wood, Jr. and wife, of record in Book 3309, page 419, said Register's Office.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said William H.Rainey and wife, M.Josephine T.Rainey, 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said William H.Rainey and wife, M.Josephine T.Rainey, 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 William H.Rainey and wife, M.Josephine T. Rainey do hereby transfer and convey unto O.W.Cooper, 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 William H.Rainey and wife, M.Josephine T.Rainey 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 $_____ 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 interst 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 William H.Rainey and wife, M.Josephine T.Rainey 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 trust 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 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 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 William H.Rainey and wife, M.Josephine T. Rainey 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 O.W.Cooper, Trustee, shall be vested in said successor.

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 John J.Pfeiffer and wife, Geneva L.Pfeiffer and William H.Rainey and wife, M.Josephine T.Rainey hereunto set our hands at Nashville, Tennessee, this the 17 day of March 1967

William H Rainey

M Josephine T. Rainey

John J Pfeiffer

Geneva L Pfeiffer

STATE OF TENNESSEE
Davidson County

Personally appeared before me, O W Cooper Jr, a Notary Public in and for said County and State, the within named John J.Pfeiffer and wife, Geneva L.Pfeiffer and William H.Rainey and wife, M.Josephine T.Rainey

the 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 17 day of March, 1967

Commission Expires 3-16-68

O W Cooper Jr, Notary Public.

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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
Davidson 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 _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes 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

COOPER REALTY CO.
$27.00 223 Hummingbird Ln.

INSTALLMENT DEED

FROM
JOHN J. PFEIFFER, ET UX

TO
WILLIAM H. RAINEY, ET UX

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

64918

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAR 22 11 21 AM '67
NOTED: BOOK 116 PAGE 108
RECORDING FEE $ 2.50
DEP. REG. C

STATE TAX $ 23.00
PROBATE .50
TOTAL $ 23.50

MAR 22 1967

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

PAID MAR 22 1967

STATE TAX $ 40.50
PROBATE .50
TOTAL $ 41.00

MAR 22 1967

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

PAID MAR 22 1967