Send Tax Statements to New Owners:
Mr. and Mrs. John P. Chandler

Property is vacant.
Field Book No. 14D-44530
Map Parcel No. Map 29 Par. 133

INSTALLMENT DEED TTC 196034 BOOK 4124 PAGE 36

This Instrument Was Prepared By
REAU E. FOLK, JR., Attorney
Stahlman Bldg., Nashville, Tenn.

For and in Consideration of the sum of TWO THOUSAND NINE HUNDRED FIFTY * * * * ($2,950.00) * Dollars, of which SIX HUNDRED ($600.00) * * * * * * * * * * * * * * * * * * * Dollars, has been paid in cash by John P. Chandler and wife, Annetta K. Chandler, the receipt of which is hereby acknowledged, and for the remainder TWO THOUSAND THREE HUNDRED FIFTY ($2,350.00) * Dollars, the said John P. Chandler and wife, Annetta K. Chandler have executed their joint and several promissory note, of even date herewith in the principal sum of $2,350.00, payable to the order of Sue T. Viaches and Margaret H. Graham in monthly installments of $25.00 each, to be applied first to interest at 6% per annum and then to the reduction of principal, beginning May 19, 1967, and continuing on the same day of each succeeding month until the total of principal and interest is paid,

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

SUE T. VIACHES and MARGARET H. GRAHAM,

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

JOHN P. CHANDLER and wife, ANNETTA K. CHANDLER, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 14th Civil District, formerly 24th Civil District of Davidson County, Tennessee, described according to a copy of a survey thereof made by Hickerson-Hickerson, Engineers, dated August 14, 1961, as follows:

Beginning at a railroad spike at the southwest intersection of Grays Point Road, and Craft Road, said Grays Point Road formerly being known as Marrowbone Ridge or Mt. Pleasant-Germantown Road; thence with the line of the same, north 83°30' west 109 feet to an iron pin in the east line of C. E. Bennett's property; thence with his east line, south 13° west 200 feet to an iron pin; thence south 83°30' east 109 feet to an iron pin in the west margin of Craft Road; thence with the margin of the same, north 13° east 200 feet to the point of beginning.

Being the same property conveyed to Sue T. Viaches and Margaret H. Graham, by deed from V. A. Bennett, as of record in Book 3277, page 581, said Register's Office.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said John P. Chandler and wife, Annetta K. Chandler, 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 for 1967 Metro Taxes, which have been prorated and assumed by the Buyers. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said John P. Chandler and wife, Annetta K. Chandler, 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 John P. Chandler and wife, Annetta K, Chandler,

do hereby transfer and convey unto Cecil D. Branstetter, 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 John P. Chandler and wife, Annetta K. Chandler,

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 John P. Chandler and wife, Annetta K. Chandler, 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; or if 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 John P. Chandler and wife, Annetta K. Chandler their 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 Cecil D. Branstetter, 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 Sue T. Viaches and Margaret H. Graham and John P. Chandler and wife, Annetta K. Chandler, hereunto set our hands at Nashville, Tennessee, this the 19th day of April 19 67

Margaret H. Graham
Sue T. Viaches
John P. Chandler
Annetta K. Chandler

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Reau E. Folk, Jr., a Notary Public in and for said County and State, the within named Sue T. Viaches and Margaret H. Graham and John P. Chandler and wife, Annetta K. Chandler,

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 19th day of April, 1967

Commission Expires July 26, 1970

Reau E. Folk 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

BOOK 4124 PAGE 39

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

File: Rear Jobs

INSTALLMENT DEED
REF:bs

FROM
SUE T. VIACHES and MARGARET H. GRAHAM

TO
JOHN P. CHANDLER and wife

Attorneys Title Company
Titles Guaranteed

68859

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

NASHVILLE, TENN.

APR 24 11 58 AM '67

NOTES BOOK 116 PAGE 287
RECORDING FEE $ 2.50
DEP. REG. 2

File: Rear Jobs

APR 24 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

STATE TAX $ 4.95
PROBATE .50
TOTAL $

APR 24 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

STATE TAX $ 1.35
PROBATE .50
TOTAL $