This instrument prepared by: T. C. Summers Company, Inc.
745 Berry Road, Suite 102
Nashville, Tennessee 37204

Map 58
Par. 167

INSTALLMENT DEED

BOOK 4131 PAGE 173

MO

For and in Consideration of the sum of ($3,750.00)
Three Thousand Seven Hundred Fifty and no/100 * * * * * * * * * Dollars,
of which ($937.50) Nine Hundred Thirty-Seven and 50/100 * * * * * * Dollars,
has been paid in cash by Elmer L. Pettit and wife, Marie W. Pettit,
the receipt of which is hereby acknowledged, and for the remainder ($2,812.50)
Two Thousand Eight Hundred Twelve and 50/100 * * * * * * * * * * Dollars,
the said Elmer L. Pettit and wife, Marie W. Pettit have

executed their installment deed note in the principal sum of ($2,812.50), Two Thousand Eight Hundred Twelve and 50/100 Dollars, with interest at the rate of six percent (6%) per annum, payable to the order of Mrs. W. L. Hailey, in monthly installments of ($75.00), Seventy-five and no/100 Dollars, which includes principal and interest, the first payment being due May 24, 1967, and another payment on the 24th day of each month thereafter until principal and interest are paid in full.

Grantees may pay balance in full at any time without prepayment penalty.

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, Mrs. W. L. Hailey

has
~~have~~ this day bargained and sold, and do hereby transfer and convey unto the said
Elmer L. Pettit and wife, Marie W. Pettit, their heirs and assigns,

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

Land in Davidson County, Tennessee, being Lot No. 215 on the Plan of Homeland Heights, Section 3, as of record in Book 3700, page 55, Register's Office for said County.

Said Lot No. 215 fronts 123.0 feet on the easterly side of Homeland Drive, and extends back 534.7 feet on the northerly line and 585.4 feet on the southerly line, to a line in the rear on which it measures 135.00 feet.

Being part of the property conveyed to Mrs. W. L. Hailey, by quitclaim deed from Homeland, Inc., of record in Book 3946, page 623, Register's Office for said County.

This conveyance is subject to restrictions, easements, setback lines, and conditions of Owner's Certificate, of record in Book 3987, page 453, and as shown on Plan of Record in Book 3700, page 55, Register's Office for Davidson County, Tennessee.

Mail tax statements to:
ELmer L. Pettit et ux
1915 10th Ave., North
Nashville, Tenn. 37208

Map 58 Parcel No. 167
Field Book 13D 25092

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Elmer L. Pettit and wife, Marie W. Pettit, their 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 by taxes for 1967, which are assumed by the grantees.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Elmer L. Pettit and wife, Marie W. Pettit, 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 Elmer L. Pettit and wife, Marie W. Pettit,

do hereby transfer and convey unto W. Raymond Denney, 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 Elmer L. Pettit and wife, Marie W. Pettit,

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 Elmer L. Pettit and wife, Marie W. Pettit, 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 grantees, 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 W. Raymond Denney, 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 Mrs. W. L. Hailey and Elmer L. Pettit and wife, Marie W. Pettit, hereunto set our hands at Nashville, Tennessee, this the 24th day of April 1967.

Mrs W. L. Hailey
Mrs. W. L. Hailey

Elmer L. Pettit
Elmer L. Pettit

Marie W. Pettit
Marie W. Pettit

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Verna B. Curley, a Notary Public in and for said County and State, the within named Mrs. W. L. Hailey, and Elmer L. Pettit and wife, Marie W. Pettit,

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 24th day of April, 1967.

Verna B. Curley, Notary Public.

Commission Expires 10/21/68

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.

My Commission Expires _____

DOCUMENTARY UNITED STATES INTERNAL REVENUE 220 TWO DOLLARS AND TWENTY CENTS

DOCUMENTARY UNITED STATES INTERNAL REVENUE 220 TWO DOLLARS AND TWENTY CENTS

BOOK 4131 PAGE 176

STATE TAX $ 5.63
PROBATE .50
TOTAL $ 6.13

MAY 15 1967

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

PAID MAY 15 1967

5.63 .50 6.13
1.31 .50 1.81
1.31
7.44 Tax + Probate

STATE TAX $ 1.31
PROBATE .50
TOTAL $ 1.81

MAY 15 1967

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

PAID MAY 15 1967

7 1 6 4 5

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAY 15 9 46 AM '67

NOTED BOOK 116 PAGE 414
RECORDING FEE $ 2.50
DEP. REG. [illegible]

JOHN TOLLEY CO., NASHVILLE

(Mail - T. C. Summers Co., Inc.
745 Berry Road

INSTALLMENT DEED

FROM

Mrs. W. L. Hailey

TO

Elmer L. Pettit and wife,
Marie W. Pettit
(Lot 215, Sec. 3, Homeland
Heights)

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

STATE OF TENNESSEE
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ (himself) with whom I am personally acquainted and who upon (his oath) (their several oaths) acknowledged (themselves) to be the _____ respectively of the _____ and the within named bargainor, a corporation, and that (he) as such (they) _____ being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ and _____ 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