This deed prepared by Fred K.Jones, a real estate broker Office 1410 Buchanan Street, Nashville Davidson County,Tennessee

Map 91-6
Par. 200

INSTALLMENT DEED

BOOK 4135 PAGE 364

For and in Consideration of the sum of $1200.00 ---------- TWELVE-HUNDRED AND NO/100 ---------- Dollars,

of which ---------- ONE ($100.00) HUNDRED AND NO/100 ---------- Dollars,

has been paid in cash by Ed Hargorove and wife Partricia Hargrove

the receipt of which is hereby acknowledged, and for the remainder $1100.00

---------- ELEVEN-HUNDRED AND NO/100 ---------- Dollars,

the said ED Hargrove and wife Partricia Hargrove ha ve

This the 11th day of April 1967, executed their one (1) priniipal promissory note in the sum of ($1100) dollars, to be due and payable in the installments of ~~Twenty-five~~ ($~~25~~.00) dollars per month, and without any charge for interest, the First one of said installments due and payable on May 11th 1967, the other installments for the same sum of money, and due and payable on or before the 11th day of each and every month thereafter until the entire sum of money shall be paid all due and payable to J.M.Elliott, or order.

The owners address is 5512 Penn Avenue ,Nashville Davidson County,Tennessee
Ed Hargrove and wife Patricia Hargrove

Send Tax Statement same

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 J.M.Elliott and wife Hattie Elliott

---

have this day bargained and sold, and do hereby transfer and convey unto the said Ed Hargrove and wife Particia Hargrove, ---------- Their ---------- heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County,Tennessee,being the westerly part or 13.6 feet of Lot 1419. Nos. 1421 and 1423 of Block NO.41 Plan 2 of West Nashville, as of record in Book 57, page 172, Register's Office for Davidson County, Tennessee. said part of lot 1419, and Lots 1421-1423 adjoin and together front on a dead line which is the Northrely line of real estate owned by the said Ed Hargrove and wife Particia Hargrove as described in deed to them which deed is of record in Book 2492,page 88, said Register's Office, and runs back between lines 62 feet Northerly 62 feet to an alley.
And this is a part of the same property conveyed by deed of record in Book 2484, page 297, said Register's Office

This deed conveyes the remainder of the same lots as mentioned in the deed of record in Book 2492,page 88 said register's Office .

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Ed Hrargrove and wife Patricia Hargrove, 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 Ed Hargrove and wife 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 Ed Hragrove and wife Patricia Hargrove

do hereby transfer and convey unto J.W.Elliott, 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 Ed Hargrove and wife

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 Ed Hargrove and wife Patricia Hargrove 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; him 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 payabie 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 Ed Hargrove and wife Patricia Hargrove 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 J. M. Elliott, 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 J.M. Elliott and wife Hattie Elliott and Ed Hargrove and wife Patricia Hargrove hereunto set our hands at Nashville, Tennessee, this the 11, day of April 19 67

J M Elliott
Hattie Elliott
Ed Hargrove
Patricia Hargrove

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Fred K Jones, a Notary Public in and for said County and State, the within named J.M.Elliott and wife Hattie Elliott, and ED Hargrove and wife Partricia Hargrove

the 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 Nashville Tennessee, this 11th day of April, 19 67

Commission Expires Feb 10, 1969. Fred K Jones, 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 4135 PAGE 367

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

INSTALLMENT DEED

FROM
J.M.Elliott et ux

TO
Ed Hargrove et ux

Attorneys Title Company
Title Guaranteed
NASHVILLE, TENN.

73249

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAY 26 11 29 AM '67
NOTED. BOOK 116 PAGE 486
RECORDING FEE $ 2.50
DEP. REG. C

STATE TAX $ 1.80
PROBATE .50
TOTAL $ 2.30

MAY 26 1967

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

PAID MAY 26 1967