Lonnie E. Maze
216 Hayswood Lane

This Instrument Prepared By:
Rebecca Thomas, Attorney
Court Square Bldg.
300 James Robertson Parkway
Nashville, Tennessee

Mail Bills to
Lonnie E. Maze
216 Hayswood Lane

BOOK 4154 PAGE 332

INSTALLMENT DEED

Map. 182
Par. 51

For and in Consideration of the sum of Ten Thousand Five Hundred and no/100---- ($10,500.00)---------- Dollars, of which Six Thousand, Five hundred ($6,500.00)---------- Dollars, has been paid in cash by Lonnie E. Maze, et. ux. and Fred A. Fraker, et. ux. the receipt of which is hereby acknowledged, and for the remainder Four Thousand and no/100- ($4,000.00)---------- Dollars, the said Lonnie E. Maze and wife, Jean M. Maze, and Fred A. Fraker and wife, Dorothy M. Fraker, have executed their promissory note of even date herewith, payable to Thelma J. Yenawine, bearing interest at six per cent per annum and providing for payment of principal and interest in monthly installments of $121.69, commencing August 19, 1967

STATE TAX $ 1.62.5
PROBATE .50
TOTAL $ 1.67.5

JUL 21 1967 PAID JUL 21 1967

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

STATE TAX $ 2.00
PROBATE .50
TOTAL $ 2.50

JUL 21 1967 PAID JUL 21 1967

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

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, I, Thelma J. Yenawine, widow of Ernest E. Yenawine

have this day bargained and sold, and do hereby transfer and convey unto the said Lonnie E. Maze and wife, Jean M. Maze, and Fred A. Fraker and wife, Dorothy M. Fraker, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Beginning at a point in the center of Cane Ridge Road at the northwest corner of the Olive Branch School property; thence with an old fence, the northern boundary line of said school property and the Olive Branch Church property, south 85° 15' east 411 feet to a post; thence south 1° west 202 feet to a point in the center of an unnamed road, said point being in Green's northern boundary line; thence with the center of said road, south 86° 15' east 718 feet to a point in Bonds western boundary line; thence with a fence and said Bonds' western boundary line north 6° east 665 feet to a point in Briley's southern boundary line; thence with a fence and saidBriley's southern boundary line north 85° 15' west 1203 feet to the center of said Cane Ridge Road; thence with the center of said Road south 0° 45' east 475.2 feet to the beginning, containing 16.13 acres, more or less, according to a survey made by George W. Watkins, Surveyor, June 27, 1953.

BEING Part of the real property conveyed to Ernest E. Yenawine and wife, Thelma J. Yenawine by deed from Ethelyne Tatom, of record in Book 2240, page 110, Register's Office for Davidson County, Tennessee. The said Ernest E. Yenawine having since died.

This conveyance is subject to easement for right of way of Cane Ridge Road and an unnamed Road lying within boundaries of premises as described.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Lonnie E. Maze and wife, Jean M. Maze and Fred A. Fraker and wife, Dorothy M. Fraker, 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.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Lonnie E. Maze and wife, and Fred A. Fraker 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 Lonnie E. Maze and wife, Jean M. Maze and Fred A. Fraker and wife, Dorothy M. Fraker,

do hereby transfer and convey unto Hugh C. Howser, 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 Lonnie E. Maze and wife, and Fred A. Fraker 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 $ 4,000.00 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 Lonnie E. Maze and wife, and Fred A. Fraker and wife, 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 Lonnie E. Maze and wife, & Fred A. Fraker and wife, 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 Hugh C. Howser, 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 Thelma J. Yenawine and Lonnie E. Maze and wife, Jean M. Maze, and Fred A. Fraker and wife, Dorothy M. Fraker hereunto set our hands at Nashville, Tennessee, this the 21st day of July 1967

Thelma J. Yenawine
Lonnie E. Maze
Jean M. Maze
Fred A. Fraker
Dorothy M. Fraker

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Raymond H. Darrow, a Notary Public in and for said County and State, the within named Thelma J. Yenawine, Lonnie E. Maze and wife, Jean M. Maze, Fred A. Fraker and wife, Dorothy M. Fraker

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 21 day of July, 1967

RAYMOND H. DARROW NOTARY PUBLIC DAVIDSON CO. TENN.

Commission Expires My Commission Expires April 21, 1971 Raymond H. Darrow, Notary Public.

STATE OF _____
_____ County.

80753

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

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY STATE OF TENN
JUL 21 2 10 PM '67
REC'D BOOK 4154 PAGE 328
FEE 4.50
DEP. REG. C

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 _____