BOOK 4156 PAGE 486

Prepared by
Ross V. Dunn, Attorney
Nashville Trust Building
Nashville, Tennessee

Address New Owners + Send Tax Bills
Lonnie + Ruth Harper
224 Myatt Dr.
Madison Tenn.

Map 43-12
Par. 45

INSTALLMENT DEED

For and in Consideration of the sum of ($2,200.00)---------- Dollars,

Two Thousand Two Hundred and No/100th----------

of which ($300.00)----------Three Hundred and No/100th---Dollars,

has been paid in cash by Lonnie Harper and wife, Ruth Harper

the receipt of which is hereby acknowledged, and for the remainder ($1,900.00)----------

One Thousand Nine Hundred and No/100th----------Dollars,

the said Lonnie Harper and wife, Ruth Harper have executed their one certain note of even date herewith in the principal sum of $1900.00. Said note is payable to the order of C. O. Eagan and wife, Edith Eagan, and Howard L. Ward and wife, Juanita S. Ward, and is payable at the rate of $50.00 per months, said payments include interest at the rate of 6% per annum on declining balances, balance to principal. The first payment will be due and payable on August 25th, 1967, and one on the 25th day of each month until both principal and interest are fully paid.

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, C. O. Eagan and wife, Edith Eagan, and Howard L. Ward and wife, Juanita S. Ward

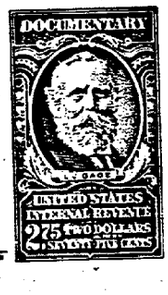
have this day bargained and sold, and do hereby transfer and convey unto the said Lonnie Harper and wife, Ruth Harper, theirs heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: Being Lot No. 20 of Block A on the Revised Plan of Myatt-Eagan Subdivision, as of record in book 1424, page 107, Register's Office for said County, described as follows:

Beginning at a point in the east margin of Eagan Circle, at the common corner of Lots 19 and 20; thence north with said Circle, 219.4 feet to a monument; thence around a curve in a northeasterly and southerasterly direction 114.7 feet to a monument in the westerly margin of Vandiver Drive; thence with said Drive, southerly 210.6 feet to a point; thence leaving the Drive; westerly 88.9 feet to the northeast corner of Lot 19; thence westerly with the north line of Lot 19, 84.6 feet to the point of beginning.

Being property vested as a one half undivided interest in C. O. Eagan and wife, Edith Eagan, by deed from John W. Anderson, as of record in book 1320, page 235, and a one half undivided interest in Howard L. Ward, as devisee under the will of Lotta Ward, as of record in book 72, page 19, Register's Office for Davidson County, Tennessee.

This conveyance made subject to the following: A 30-foot set-back line from Vandiver Drive, and from Eagan Circle, a 10-foot easement for public utilities along the south line of the lot.



STATE TAX $ 330
PROBATE .50
TOTAL $ 380

JUL 28 1967

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

JUL 28 1967

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Lonnie Harper and wife, Ruth Harper, 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 Lonnie Harper and wife, Ruth Harper 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 Harper and wife, Ruth Harper

do hereby transfer and convey unto Ross V. Dunn, 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 Harper and wife, Ruth Harper 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 $ INS. VAL. 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 Harper and wife, Ruth Harper 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 Harper and wife, Ruth Harper 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 Ross V. Dunn, 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 C. O. Eagan and wife, Edith Eagan and Howard L. Ward and wife, Juanita S. Ward and Lonnie Harper and wife, Ruth Harper hereunto set our hands at Nashville, Tennessee, this the 25th day of July 1967

Lonnie Harper

Ruth Harper

C. O. Eagan

Edith Eagan

Howard L. Ward

Juanita S. Ward

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Geo. M. Johnson, a Notary Public in and for said County and State, the within named C. O. Eagan and wife, Edith Eagan and Howard L. Ward and wife, Juanita S. Ward

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 25th day of July, 1967

Commission Expires Feb. 14th 1971

Geo. M. Johnson, Notary Public.

STATE OF TENNESSEE

DAVIDSON **County.**

Personally appeared before me, Ross V. Dunn, a Notary Public in and for said County and State, the within named Lonnie Harper and wife, Ruth Harper

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 25th day of July, 1967

Commission Expires Mar 10, 1970

Ross V. Dunn, Notary Public

BOOK 4156 PAGE 489

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

INSTALLMENT DEED

FROM
C. O. EAGAN, ET UX, ET ALS

TO
LONNIE HARPER, ET UX

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

81707

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUL 28 11 08 AM '67
NOTE OR BOOK 117 PAGE 21
RECORDING FEE $ 6.00
DEP. REG. _____