INSTALLMENT DEED

BOOK 4162 PAGE 718

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Walter Loggins, et ux (NAME)	Walter Loggins (NAME)	6DA-23617
2210 Dunn Avenue (STREET ADDRESS OR ROUTE NUMBER)	2210 Dunn Avenue (STREET ADDRESS)	Map 105-16
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee (CITY) (ZONE) (STATE)	Par 269

FOR AND IN CONSIDERATION OF the sum of Four Thousand Two Hundred Fifty and No/100 ---------- ($4,250.00) ---------- DOLLARS

of which $ 350.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed one note of even date herewith in the principal sum of $3,900.00, payable to the order of Earl C. Shacklett and wife, Helen B. Shacklett, in 156 monthly installments of $36.07 each, which includes both principal and interest at the rate of 6% per annum, the first installment falling due on the 15th day of September, 1967, and the others monthly thereafter until the principal and interest have been paid in full, and privilege of prepayment is reserved,

This Instrument Was Prepared By

Lewis W. Pedigo

Of The Law Firm Pedigo & Saindon
Stahlman Building: Nashville, Tennessee

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

we, Earl C. Shacklett and wife, Helen B. Shacklett

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Walter Loggins and wife, Martha Elizabeth Loggins,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being lot No. 13 on the plan of Corinne Place Resubdivision, as of record in book 3700, page 43, Register's Office for said County. Said lot No. 13 fronts 56.50 feet on the westerly side of Dunn Avenue and extends back 180.08 feet on the northerly line and 197.34 feet on the southerly line to a dead line, measuring 59.08 feet thereon.

Being part of the real property conveyed to Earl C. Shacklett and Helen B. Shacklett, by deed from George I. Waddey, Jr., of record in book 1635, page 332, said Register's Office, the said Earl C. Shacklett having conveyed his interest in said property to Helen B. Shacklett, by deed of record in book 2033, page 536, said Register's Office.

This conveyance is made subject to 10-foot easement for public utilities and drainage, T.V.A. transmission line across premises, 30-foot building setback line from Dunn Avenue and conditions of owners certificate, as shown on plan of record in book 3700, page 43, Register's Office for Davidson County, Tennessee, and to easement and right-of-way for an electric power transmission line across premises as set out in grant to the United States of America of record in book 1153, page 457, said Register's Office.

This is unimproved ( ) improved (X) property, known as 2210 Dunn Avenue (House Number) (Street) Nashville, Tennessee P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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 taxes for 1967 which are prorated and assumed by grantees. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto William O. Lee 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 grantees 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 interest 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 grantees, 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 15th day of August 19 67.

Walter Loggins — Earl C. Shacklett

Martha Elizabeth Loggins — Helen B. Shacklett

STATE TAX $ 6.38
PROBATE .50
TOTAL $ 6.88

AUG 18 1967
PAID AUG 18 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

STATE TAX $ 1.90
PROBATE .50
TOTAL $ 2.40

AUG 18 1967
PAID AUG 18 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ... *a Notary Public in and for said County and State,* Earl C. Shacklett and wife, Helen B. Shacklett, *the within named 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* 16 *day of* August, *19* 67.

Commission expires July 26, 1970 *Notary Public*

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Raymond H. Darrow, *a Notary Public in and for said County and State,* Walter Loggins and wife, Martha Elizabeth Loggins, *the within named 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* 17th *day of* August, *19* 67.

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

INSTALLMENT DEED

FROM Earl C. Shacklett, et ux

TO Walter Loggins, et ux

84516

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

AUG 18 8 50 AM '67

RECORDING FEE $ 3.00
DEP. REG. 1.00

Compliments of GUARANTY TITLE CHICAGO TITLE Amt. S. W. NASH

9-195270

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