INSTALLMENT DEED

BOOK 4166 PAGE 799

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
Herman Vaughn et ux.	~~Herman Vaughn~~ Malcolm R. Bess	2D-16940
(NAME)	(NAME)	
Rt. 2, Cane Ridge Road	Route #1	Map 163
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Plat 83 PW
Antioch, ~~Nashville~~ Tennessee	Antioch, ~~Nashville~~ Tennessee	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION OF the sum of Eight Thousand Five Hundred and no/100 ($8,500.00) DOLLARS

of which $ 1,250.00 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 their promissory note of even date herewith in the amount of $7,250.00 payable to the order of Malcolm R. Bess and wife, Josephine Y. Bess, in 192 monthly installments of $58.83 each which include both principal and interest at the rate of 6% per annum; the first installment falling due October 5,1967, ~~From date~~ and the others on the same day of each month thereafter until paid.

Taxes and insurance are to be added to each monthly payment.

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, Malcolm R. Bess and wife, Josephine Y. Bess,

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

Herman Vaughn and wife, Ann Vaughn,

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

Land in the 2nd Civil District of said County and State, described according to a survey made by Ray Brantley, Jr., Surveyor, dated July 30, 1967, as follows: Beginning at a point in the southerly margin of New Cane Ridge Road at the intersection of the southerly margin of said Road and the easterly margin of Old Cane Ridge Road: thence with the easterly margin of said Old Cane Ridge Road south 10° 40' east 44.2 feet to an iron pin: thence south 61° 00' east 213 feet to a point; thence south 58° 40' east 126 feet to an iron pin; thence north 18° 38' east 121.9 feet to the southerly margin of said New Cane Ridge Road; thence with the southerly margin of said Road westwardly 266.8 feet to the beginning, containing .69 of an acre, more or less. Being part of the real property conveyed to Malcolm R. Bess by deed from Newton D. Ellis and wife, of record in book 2158, page 408, Register's Office for said County.

This Instrument Was Prepared By
Dewey W. Pedigo
Of The Law Firm Pedigo & Saindon
Stahlman Building: Nashville, Tennessee

This is ~~unimproved~~ improved property, known as (House Number) (Street) 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.

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 grantors 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 30th day of August 19 67.

Herman Vaughn — Malcolm R. Bess

Ann Vaughn — Josephine Y. Bess

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, L R Grimes, Jr., a Notary Public in and for said County and State, Malcolm R. Bess and wife, Josephine Y. Bess, and Herman Vaughn and wife, Ann Vaughn, 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 30th day of August, 19 67.

L R Grimes, Jr. Notary Public

Commission expires 10-18-67

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, , a Notary Public of the State and County aforesaid, personally appeared with whom I am personally acquainted, and who, upon oath, acknowledged himself to be of the the within named bargainor, a corporation, and that he as such being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as .

Witness my hand and seal, at office in this day of

Notary Public

Commission expires

PAID AUG 31 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

STATE TAX $ 1.50 PROBATE TOTAL $ 1.50

INSTALLMENT DEED

FROM Malcolm R. Bess et ux.

TO Herman Vaughn et ux.

8638

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY
STATE OF TENN.

AUG 31 10 48 AM '67
RECORDED 117 PAGE 232
FEE $ 3.50
DEP. REG.

TITLE INSURANCE COMPANY
Nashville, Tennessee

Bus. Title 195195

48500 sq
72500 sq mt