This deed Prepared by MORROW & WAITE ATTORNEYS AT LAW

Installment Deed

BOOK 4167 PAGE 560

3221 Nolensville Road

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
James J. Mathews, et ux	Same NAME	Map 133-1
(NAME)	(NAME)	Par. 151
321 Saindon Avenue	15397 STANSBURY	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37211	DETROIT 48227 MICH	PW
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Three thousand, five hundred and no/100 ----------$3,500.00---------- *Dollars,*

of which Five Hundred dollars ----------$500.00---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Three Thousand dollars ----------$3,000.00---------- *Dollars,*

We, James J. Mathews and wife, Florence B. Mathews

have executed

The one joint promissory note, executed the same date and payable to Buford Odel Allen, and wife, Georgie Lee Allen, in the principle amount of $3,000.00 to be paid at $40.00 per month beginning on September 25, 1967 and continuing there after on the 25th of each succeeding month for a period of Seventy - four (74) months. This note bears no interest.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, ~~interest~~ and attorney fees, a lien is expressly retained on the land herein conveyed, we, Buford Odel Allen, and wife, Georgie Lee Allen

have this day bargained and sold, and do hereby transfer and convey unto the said James J. Mathews and wife Florence B. Mathews

Their *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Being the southerly part of Lots Nos. 16 and 17 of the plan of Radnor Place Subdivision, as of record in Book 421, page 58, Register's Office for said County, described together as follows:

Beginning on the westerly margin of Saindon Avenue at the southeast corner of that part of said Lot No. 17 conveyed to E. Hazelwood and wife, by deed from James W. Allen and wife, of record in Book 1554, page 206, said Register's Office; thence with said Hazelwood's southern boundary line westwardly 100 feet, more or less, to said Hazelwood's southwest corner, being the westerly line of said lot No. 16; thence with the said westerly line of Lot No. 16 southwardly 59.5 feet to an alley being the southwest corner of said Lot No. 16; thence with the northerly margin of said alley eastwardly 100 feet to the westerly margin of said Avenue; thence with the same northwardly 59.5 feet more or less, to the beginning.

Being the same property conveyed to Buford Odel Allen and wife Georgie Lee Allen, by deed from James T. Larkins and wife, Ethel H. Larkins, as of record in Book 2991, page 453 R.O.D.C.

This is ~~unimproved~~ (X) property, known as 321 Saindon Street, (House Number) (Street) Nashville, Tennessee P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James J. Mathews and wife, Florence B. Mathews Their *(successors), 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.*

STATE TAX $ [illegible]
PROBATE .50
TOTAL $ [illegible]

SEP 5 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID SEP 5 - 1967

STATE TAX $ [illegible]
PROBATE .50
TOTAL $ [illegible]

SEP 5 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID SEP 5 - 1967

We *further covenant and bind* ourselves and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Buford Odel Allen and wife, Georgie Lee Allen, *(successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Buford Odel Allen and wife, Georgie Lee Allen *hereinafter referred to as trustors, hereby transfer and convey unto* Wm. Henry Jones, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $ 3,000.00, *or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.*

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable on demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of the said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 28TH day of FEBRUARY, 19 87.

Buford Odel Allen

Georgie Lee Allen

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, [illegible], a Notary Public in and for said County and State, Buford Odel Allen and wife, Georgie Lee Allen

the within named 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 at office in Nashville

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STATE OF Michigan

COUNTY OF Wayne

Personally appeared before me, EMIL A. PRZYWARA, *a Notary Public in and for said County and State,* James J. Mathews and wife Florence B. Mathews

the within named 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 Detroit, Mich.
this 24th *day of* October, 1967.

Emil A. Przywara *Notary Public*

Commission expires
EMIL A. PRZYWARA
Notary Public, Macomb County, Mich.
Acting in Wayne County, Mich.
My Commission Expires June 30, 1969

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 *self 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 *self as* .

Witness my hand and seal, at office in ,
this *day of* , 19 .

Notary Public

Commission expires

INSTALLMENT DEED

FROM BUFORD ODELL ALLEN, ET UX

TO JAMES J. MATHEWS, ET UX

86719

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

DEC 5 11 04 AM '67
NOTE: BOOK 117 PAGE 22
RECORDING FEE $ 6.00
DEP. REG. 1.00

Compliments of
Guaranty Title
Division of
Kansas