INSTALLMENT DEED

BOOK 4169 PAGE 312

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
. Forrest Seat	Forrest Seat	14D-11860
(NAME) R.1 - Old Hickory Blvd.	(NAME)	
(STREET ADDRESS OR ROUTE NUMBER) Old Hickory Blvd.	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION OF the sum of

Fourteen Thousand Five Hundred ($14,500.00) and no/100 - - - - - - - - - - DOLLARS

of which $ 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 two joint promissory notes, bearing even date herewith as follows: One note being for $9,000.00 payable in 120 monthly installments of $99.92 each, which includes both principal and interest at the rate of 6% per annum, the first installment falling due August 1st. 1967 and monthly thereafter, and the other note being for $5,250.00 payable on or before ten years from date with interest at the rate of 6% per annum payable semi-annually and both of said notes payable to the order of C. E. Francis and wife Fannie J. Francis.



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, C. E. Francis and wife Fannie J. Francis

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

Forrest Seat and wife Marilyn Lois Seat

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

A tract of land in the 14th Civil District of said County and State, described according to a survey made by Wayne S. Cooper, Surveyor, August 7th. 1967, as follows:

Beginning at a point in the center line of Old Hickory Blvd., at the southwest corner of the Rice and Howell property, being 350 feet south of a point opposite a corner of the land conveyed to Grady Proctor by deeds of record in book 1085 page 105, and book 1088 page 28, Register's Office for said County; thence with the line of said Rice and Howell property, north 87° east 365.2 feet to an iron pin in Vester's line; thence with his line, south 54° 25' east 469.7 feet to an iron pin; thence south 87° 00' west 701 feet to a spike in the center of Old Hickory Blvd; thence with the center line of same, as follows: north 16° 30' east 143 feet to a point and north 10° 15' east 150 feet to the beginning, containing 4.07 acres more or less.

Being part of the property conveyed to C. E. Francis and wife, Fannie J. Francis by deed from John W. Reynolds and wife, of record in book 3705, page 487, said Register's Office.

This instrument was prepared by James R. Wyatt, 100 39th. Ave. No. Nashville, Tenn.

unimproved ( )
This is 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 $ 9,000 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 1st. day of August 19 67.

Forrest Seat — C. E. Francis

Marilyn Lois Seat — Fannie J Francis

STATE OF Tennessee

COUNTY OF Davidson

Personally appeared before me, James C Catron, *a Notary Public, in and for said County and State,* C. E. Francis and wife Fannie J. Francis and Forrest Seat and wife Marilyn Lois Seat *the within named bargainor....., 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 seat at Nashville, *this* 5th *day of* ~~August~~ Sept, *19* 67.

James C Catron *Notary Public*

Commission expires 11-4-70

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

STATE TAX $ 2.75
PROBATE .50
TOTAL $ 3.25

STATE TAX $ 12.75
PROBATE .50
TOTAL $ 13.25

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* .....

SEP 8 1967

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

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

PAID SEP 8 - 1967 CT

PAID SEP 8 - 1967 CT

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

.....*Notary Public*

Commission expires.....

INSTALLMENT DEED

FROM C. E. Francis, etux

6122 Hartsville Pike (37205)

TO Forrest Seat, etux

87480

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

SEP 8 3 16 PM '67

NOTED, BOOK 117 PAGE 283
RECORDING FEE 3.00
DEP. REG. .25

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE