Mail tax info. to: ~~Jerry Harney~~ Steele Realty Co. 2402 12th Ave. S Nashville

Buyer's address - ~~Same~~ Halcyon Ave. Nashville, Tenn.

THIS INSTRUMENT WAS PREPARED BY:
PERCY WILKINS JR., ATTORNEY
633 STAHLMAN BUILDING
NASHVILLE, TENNESSEE 37201

INSTALLMENT DEED BOOK 4169 PAGE 336 Map 118-1 Par. 328

For and in Consideration of the sum of Thirteen Thousand Five Hundred and no/100 Dollars, of which Six Thousand Five Hundred and no/100 Dollars, has been paid in cash by Jerry Harney and wife, Bertha Lee Harney the receipt of which is hereby acknowledged, and for the remainder of Seven Thousand and no/100 Dollars, the said Jerry Harney and wife, Bertha Lee Harney have executed their promissory note of even date, payable to Ela Parrish in 120 monthly installments of Seventy Seven ($77.72) Dollars and Seventy Two Cents, including principal and interest at the rate of 6% the first of said installments being due and payable on October 1, 1967, said note providing for payment each month of an additional amount representing one-twelfth of the annual hazard insurance premium and real property taxes on subject property,

STATE TAX $ 2025
PROBATE .50
TOTAL $ 2075

SEP 8 1967

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

SEP 8 CT 1967

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, I, the undersigned, Ela Parrish, a widow,

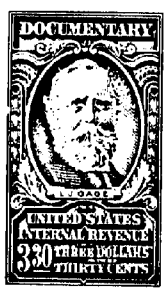
have this day bargained and sold, and do hereby transfer and convey unto the said Jerry Harney and wife, Bertha Lee Harney, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being Lot No. 40 on the Map of W. D. Gale's Kirkwood Addition to Nashville, as of record in Book 332, Page 76, Register's Office, Davidson County, Tennessee.

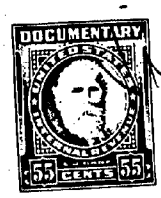
SAID Lot No. 40 fronts 50 feet on the northerly side of Halcyon Avenue, and runs back between parallel lines 157 feet to an alley.

BEING the same property conveyed to A. P. Parrish and wife, Ela Parrish by deed from James R. Howell and wife, Lela Howell of record in Book 714, page 115, said Register's Office, the said A. P. Parrish having since died.









Insurance

STATE TAX $ 500
PROBATE .50
TOTAL $ 550

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

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To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to 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 in hand paid, we, the said Jerry Harney and wife, Bertha Lee Harney

do hereby transfer and convey unto Percy Wilkins, Jr., 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 Jerry Harney and wife, Bertha Lee Harney 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 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 grantors 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; or if 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 the grantors, or their 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 Percy Wilkins, Jr., 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 Ela Parrish and Jerry Harney and wife, Bertha Lee Harney hereunto set our hands at Nashville, Tennessee, this the 7th day of September 19 67

Ela Parrish

Jerry Harney

Bertha Lee Harney

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Mary F. Montgomery, a Notary Public in and for said County and State, the within named Ela Parrish Jerry Harney and wife, Bertha Lee Harney

the 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 seal at Nashville Tennessee, this 7th day of September, 19 67

NOTARY PUBLIC DAVIDSON COUNTY

Commission Expires 2/7/71

Mary F. Montgomery, Notary Public.

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____.

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE
Davidson County

BOOK 4169 PAGE 339

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
ELA PARRISH

TO
JERRY HARNEY, ET UX

Attorneys Title Company
Tides Guaranteed
NASHVILLE, TENN.

87486

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

SEP 8 3 40 PM '87
NOTE/BOOK 117 PAGE 284
RECORDING FEE $ 6.80
DEP. REG. m

PERCY PULKINS JR.
ATTORNEY-AT-LAW
633 ST MAN BUILDING
NASHV 37201