Prepared by: Earl Thompson **Installment Deed**
415 Nashville Bank & Trust Bldg., Nashville, Tenn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO: BOOK 4169 PAGE 920	MAP-PARCEL NUMBERS
JAMES A. GRISHAM, ET UX	SAME	4D-40570
(NAME:)	(NAME:)	Map 44-11
Donelson Avenue		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 5
Old Hickory, Tennessee		PW
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Thirty-five Thousand ($35,000.00)---

---*Dollars,*

of which Three Thousand Five Hundred ($3,500.00)---

---*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Thirty-one Thousand Five

Hundred ($31,500.00)---*Dollars,*

James A. Grisham and wife, Pauline Grisham *ha* ve *executed*
and delivered their joint and several note of even date, payable to the order of T. H. Patton, which is payable in installments of $250 payable on the first day of each month beginning October 1, 1967, and a like payment in the same amount on the first day of each consecutive month thereafter until this note is paid in full. The note bears interest at the rate of 6% per annum from date, and when each payment is made, the payment shall first be credited to interest and the remainder to principal.

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, T. H. Patton

have this day bargained and sold, and do hereby transfer and convey unto the said James A. Grisham
and wife, Pauline Grisham and their

(successors), heirs and assigns,

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

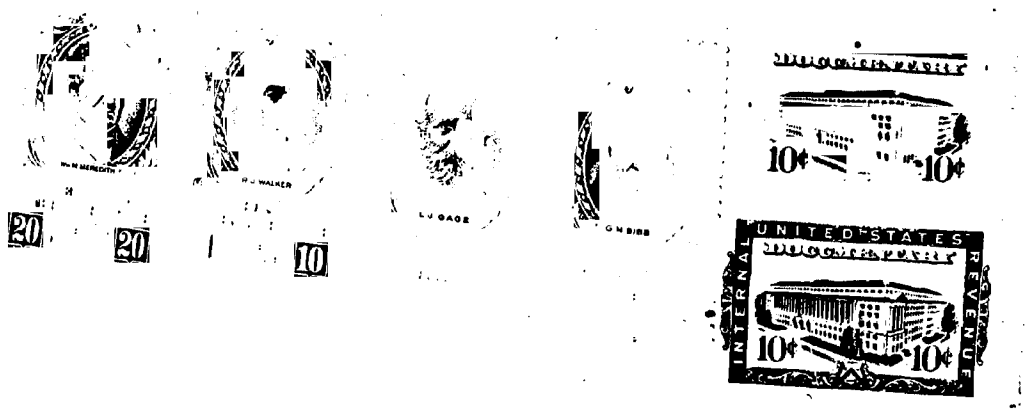
Land lying in the Fourth Civil District of Davidson County, Tennessee, and being Parcel "A" on Plat of record in book 1788, page 520, Register's Office for Davidson County, Tennessee, more particularly described as follows:

Starting with a concrete monument at the West end of the return at the Northwest corner of the intersection of Donelson Avenue and Bryan Street, and the point of beginning, and running thence with the following courses and distances, north 89° 15' west along the northerly margin of Donelson Avenue for a distance of 75.0 feet to an iron pin; thence north 0° 45' east along the common line between Parcels "A" and "B" for a distance of 75.0 feet to an iron pin; thence south 89° 15' east along the common line between Parcels "A" and "B" for a distance of 100 feet to an iron pin in the westerly margin of Bryan Street; thence south 0° 45' west along the westerly margin of Bryan Street for a distance of 50.0 feet to a concrete monument; thence around a curve to the right, said curve having a radius of 25 feet for a distance of 39.3 feet to a concrete monument, and the point of beginning.
Said tract of land contains 1.17 acres, more or less.
Said property was inherited by T. H. Patton as one of the heirs-at-law of C. L. Patton, deceased, and conveyed to the same T. H. Patton by deed from Minette Patton Leiter of record in book 2642, page 630, said Register's Office.

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Said property is conveyed subject to:

Easements set out in book 1788, page 520; book 626, page 556; and book 662, page 743.



STATE TAX $ 52.50
PROBATE .50
TOTAL $ 53.00

SEP 12 1967

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

PAID SEP 12 67 1967

STATE TAX $ 29.50
PROBATE .50
TOTAL $ 30.00

SEP 12 1967

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

PAID SEP 12 67 1967

This is unimproved ( ) improved (✓) property, known as Parcel "A" Donelson Avenue, Old Hickory, Tenn.
(House Number) (Street) 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 A. Grisham and wife, Pauline Grisham and their *(successors), 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 and my *heirs and representatives, to warrant and forever defend the title to said real estate to said* James A. Grisham and wife, Pauline Grisham and their *(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 James A. Grisham and wife, Pauline Grisham and their *hereinafter referred to as trustors, hereby transfer and convey unto* Earl Thompson, *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 $ 20,000.00, *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

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the 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 11 day of Sept., 1967.

Fannie Louise Patton, wife of T. H. Patton, hereby joins in this instrument for the purpose of conveying all her marital rights to and in the property inclusive of any homestead or dower interest she has or at any time could have in the same.

T. H. Patton

T. H. PATTON

James A. Grisham

JAMES A. GRISHAM

Pauline Grisham

PAULINE GRISHAM

Fannie Louise Patton

FANNIE LOUISE PATTON

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY STATE OF TENN. REC'D. FOR RECORD SEP 12 10 AM '67 TIME 11:17 BOOK 4169 PAGE 296 87759

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Wilkins H Patton *, a Notary Public in and for said County and State,* T. H. Patton and wife, Fannie Louise Patton, and James A. Grisham and Pauline Grisham

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 Old Hickory *Tennessee, this* 11th *day of* Sept., *19* 67

WILLIAM H. CRAWFORD NOTARY PUBLIC DAVIDSON COUNTY, TENN.

William H. Crawford *Notary Public*

Commission expires 6-9-69