MAIL TAT STATEMENT TO OWNER 1800 FORREST AVE NASHVILLE.

PREPAIRED BY W C WILKERSON, PRESIDENT HAMERSON CORP

P.O. Box 306, NASHVILLE, TENN

INSTALLMENT DEED J. R. WEST FORM

Map. 83-10
Par. 289 pw

BOOK 4171 PAGE 86

For and in Consideration of the sum of Eighteen Hundred Sixty Nine 56/100

(1869.56) Dollars,

of which Ten and no/100 ($10.00) Dollars,

has been paid in cash by Mrs. Hazel Minchey

the receipt of which is hereby acknowledged, and for the remainder

Eighteen Hundred Fifty Nine and 56/100 ($1859.56) Dollars,

the said Mrs. Hazel Minchey has

Issued her Installment note in the amount of Eighteen Hundred Fifty Nine and 56/100 ($1859.56). This note is interest bearing at the rate of 6%. Payments are due on the 25th of each and every month beginning September 25, 1967 in the amount of Sixty Four 90/100 ($64.90) each. Money received as installment payment on this note is applied first to the payment of the interest and the remainder applied to the payment of the principal

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, we the Hamerson Corporation

have this day bargained and sold, and do hereby transfer and convey unto the said

Mrs. Hazel Minchey heirs and assigns,

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

Land in Davidson County being lot No. 71 on the plan of the subdivision of the Chadwell Home Place, called "Lockeland", as of record in book 57, page 135, Registers Office for said county. Said lot No. 71 fronts 50 feet onthe southerly side of Forrest Avenue, formerly Morrow Street, and runs back between parallel lines with the easterly margin of North 18th, formerly Allen Street, 170 feet to an alley.
Being the same piece of property conveyed tothe Hamerson Corporation by a Trustee's Deed, William O. Lee, Trustee, of record in Book 3577 Page 493, dated July 17, 1963, Davidson County Registers Office

STATE TAX $ 2.80
PROBATE .50
TOTAL $ 3.30

SEP 13 1967

PAID SEP 13 1967

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

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Mrs. Hazel Minchey 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 heirs and representatives, to warrant and forever defend the title to said real estate to said Mrs. Hazel Minchey 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, I, the said Mrs. Hazel Minchey

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.

I, the said Mrs. Hazel Minchey 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 $$2,000.00 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.

I 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 I 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 I, the said Mrs. Hazel Minchey 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 I 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; I 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. I 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. I 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 Mrs. Hazel Minchey 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 William O. Lee, Trustee, shall be vested in said successor.

IN WITNESS WHEREOF, we, the said Hamerson Corporation and Mrs. Hazel Minchey hereunto set our hands at Nashville, Tennessee, this the 11 day of September 1967.

88324

The Hamerson Corp.
W. C. Wilkerson, Pres.
Mrs Hazel Minchey

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

SEP 15 1 30 PM '67
NOTE BOOK 117 PAGE 322
RECORDING FEE $ 4.50
DEP. REG. N

STATE OF TENNESSEE
Davidson County.

Personally appeared before me, Clark Gower, a Notary Public in and for said County and State, the within named W. C. Wilkerson, President of the Hamerson Corporation and Mrs. Hazel Minchey

the 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 Nashville Tennessee, this 11 day of September, 1967

Commission Expires MY COMMISSION EXPIRES FEBRUARY 21, 1971

Clark Gower, Notary Public.

STATE OF _____
_____ County.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

Witness my hand and official seal at office at Nashville, Tennessee. This 11 day of Sept. 1967

Commission expires: MY COMMISSION EXPIRES FEBRUARY 21, 1971 Notary Public

BOOK 4171 PAGE 89

Prepared by
Morrow & Waite, Attys
3121 Nolensville Rd.
Nashville, Tenn.

Mr. and Mrs. Allen Sanders
147 Jacksonian Drive
Hermitage, Tennessee

You and each of you are hereby notified that Herndon and Merry, Inc. of Nashville, Davidson County, Tennessee, does claim and assert a Furnisher's and Mechanic's Lien, as provided in T.C.A. 64-1101, et seq., and as amended for material furnished, delivered, installed and used in and on your property located in Davidson County, Tennessee, duly described in the attached Notice of Furnisher's and Mechanic's Lien, which material and labor was furnished by the said Herndon and Merry, Inc. for the improvements on said real property and the improvements of a structure upon the same. Said attached Notice is made a part hereof by reference as if fully copied herein verbatim.

HERNDON AND MERRY, INC.

BY: Cecil C. Herndon

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The within instrument, together with the attached Notice of Furnisher's and Mechanic's Lien, came to hand this 13th day of Sept., 1967, and Cecil C. Herndon of Herndon and Merry, Inc. of Nashville, Davidson County, Tennessee, did send a copy of this notice by registered mail, return receipt requested, to Mr. and Mrs. Allen Sanders, Hermitage, Tennessee.

88325

BY: Cecil C. Herndon

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

SEP 15 1 36 PM '67
NOTE BOOK 117 PAGE 322
RECORDING FEE $ 4.50
DEP. REG. RJ

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 4171 PAGE 90

Sworn to and subscribed before me, Kirk C. Waits, a Notary Public in and for said County aforesaid, this 13th day of Sept, 1967.

Kirk C. Waits
Notary Public

My Commission Expires: 4-30-70

NOTICE OF MECHANIC'S LIEN

WHEREAS, Herndon and Merry, Inc. of Nashville, Davidson County, Tennessee, did furnish labor and materials for the improvement of a structure and land hereinafter described, owned by Allen Sanders and wife, Mrs. Allen Sanders, said materials having been installed and used upon the improvement of said land and improvement thereon by contract between Herndon and Merry, Inc. and said Allen Sanders, the amount owing for said labor, materials and installation, being the sum of four hundred ninety and no/100 dollars ($490.00).

WHEREAS, said labor, materials and installation were used upon and in a residence structure and improvement of the land upon which the said residence is erected upon the said real property which is situated in Davidson County, Tennessee, described as follows:

> Land in Davidson County, Tennessee, being Lot No. 1006 on the plan of Hermitage Hills, Section 10 of record in Book 3600, page 50 Register's Office for Davidson County, Tennessee.
>
> Said Lot. No. 1006 fronts 95 feet on the easterly margin of Jacksonian Drive and extends back between lines measuring 198.15 feet on the southerly side and 191.56 feet on the northerly line to a dead line in the rear on which it measures 52 feet.
>
> Being part of the same property conveyed to Johnson Homes, Inc. by deed from Miller Kimbrough Trustee, of record in Book 38, 39 Page 174, Register's Office for Davidson County, Tennessee.

WHEREAS, said labor and materials were last furnished on the 20th day of March, 1967.

WHEREAS, payment for said labor and materials having not been made, Herndon and Merry, Inc. does hereby claim a Mechanic's Lien upon said land, structure and improvements thereon erected to the extent of said amount, four hundred ninety and no/100 ($490.00) pursuant to the provisions of T.C.A. 64-1101, et seq., and the expense of recording this Lien Notice in the Register's Office of this County in the sum of $4.50.

This 13th day of Sept, 1967.

HERNDON AND MERRY, INC.

BY: Cecil C. Herndon

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Comes Cecil C. Herndon President of Herndon and Merry, Inc. with whom I am personally acquainted and who after being duly sworn, makes oath that he is familiar with the facts above set forth, that the statements contained in the foregoing Lien instrument are true to the best of his knowledge, information and belief, and that there are no offsets, credits or counterclaims against the same, and that said claim is fully due, owing and unpaid, and that he has authority to execute this Lien Notice and make this affidavit and acknowledgment.

Witness my hand and official seal at Nashville, Tennessee, this the 13th day of Sept., 1967.

Kirk C. Adcock
Notary Public

My Commission Expires: 4-30-70