Claude M. Quarles
3210 Lincoln St.
Nashville, Tennessee

Send taxs Bills to
Guaranty Mtg. Co.
316 Union St,
Nashville, Tennessee

This Instrument was prepared by
Jno. B. Cobb, Jr., Attorney at Law
Stahlman Building, Nashville, Tenn.

INSTALLMENT DEED

BOOK 4184 PAGE 289

Map. 70-9
Par. 4 pw

For and in Consideration of the sum of TWELVE THOUSAND NINE HUNDRED AND NO/100---------

----------($12,900.00)---------- Dollars,

of which TWO THOUSAND FIVE HUNDRED TEN AND 07/100---($2,510.07)---------- Dollars,

has been paid in cash by CLAUDE M. QUARLES AND WIFE, IRENE D. QUARLES

the receipt of which is hereby acknowledged, and for the remainder TEN THOUSAND THREE HUNDRED EIGHTY NINE AND 93/100----------($10,389.93)---------- Dollars,

the said Claude M. Quarles and wife, Irene D. Quarles have

assumed and agreed to pay $6,689.93, the said amount being the remaining unpaid balance of a certain note which is secured by a deed of trust executed by William C. Vandevort and wife, Jennie Lee Vandevort, to Herschel Greer, Trustee, of record in Book 2865, page 145, Register's Office for Davidson County, Tennessee, reference to which said instrument is here made for a more particular description of said note and the terms and conditions of said deed of trust, the obligations which are assumed by the said grantees, and in further consideration have executed their one promissory note of even date herewith in the original principal amount of $3,700.00 payable to order of Grantor, in monthly installments of $34.22 each, including principal and interest at the rate of 6% per annum, beginning December 1, 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, William C. Vandevort and wife, Maxine J. Vandevort

have this day bargained and sold, and do hereby transfer and convey unto the said Claude M. Quarles and wife, Irene D. Quarles their heirs and assigns,

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

Land in Davidson County, Tennessee, being the northwest part of Lot No. 18 on the Plan of Alpine Terrace, as of record in Book 421, page 131, Register's Office for said County, described as follows:

BEGINNING at a point in the northerly margin of Lincoln Street, the common corner of Lots Nos. 17 and 18; thence with the line between said lots, northerly 150 feet to an iron pin in the southerly margin of Hale Street; thence easterly with said margin of said street, 77.7 feet to an iron pin; thence leaving said street 65 feet in a southeasterly direction to an iron pin; thence S. 31 deg. 5' west 160.5 feet to an iron pin in the northerly margin of Lincoln Street; thence with said margin of said street, westerly 73 feet to the point of beginning.

BEING the same property conveyed to William C. Vandevort and wife, Jennie Lee Vandevort, by deed from Robert G. O'Connor and wife, Mary Ann O'Connor, of record in Book 2809, page 65, Register's Office for Davidson County, Tennessee. The said Jennie Lee Vandevort having since conveyed her one-half undivided interest to William C. Vandevort, (pursuit to divorce decree) by deed of record in Book 3159, page 25, Register's Office for Davidson County, Tennessee.

STATE TAX $ 1935
PROBATE .50
TOTAL $ 1985

STATE TAX $ 170
PROBATE .50
TOTAL $ 220

This is improved property located at 3210 Lincoln Street

OCT 26 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
STATE TAX $ 1935
PROBATE
TOTAL $ 1985
PAID OCT 26 1967
OCT 25 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

OCT 26 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
STATE TAX
PROBATE .50
TOTAL $ 220
PAID OCT 26 1967
OCT 25 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 Claude M. Quarles and wife, Irene D. Quarles 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, except as herein-above set out. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Claude M. Quarles and wife, Irene D. Quarles 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 Claude M. Quarles and wife, Irene D. Quarles

do hereby transfer and convey unto Lindley Murray, 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 Claude M. Quarles and wife, Irene D. Quarles 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 $ insurable value 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 Claude M. Quarles and wife, Irene D. Quarles 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 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 Claude M. Quarles and wife, Irene D. Quarles 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 Lindley Murray, 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 William C. Vandevort and wife, Maxine J. Vandevort and Claude M. Quarles and wife, Irene D. Quarles hereunto set our hands at Nashville, Tennessee, this the 23rd day of October 19 67

William C. Vandevort
William C. Vandevort

Maxine J. Vandevort
Maxine J. Vandevort

Claude M. Quarles
Claude M. Quarles

Irene D. Quarles
Irene D. Quarles

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named William C. Vandevort, and wife, Maxine J. Vandevort, and Claude M. Quarles and wife, Irene D. Quarles

the bargainors, 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 23rd day of October, 19 67

Commission Expires Jan 21 1967

Edwin B. Castleman, 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 _____

BOOK 4184 PAGE 292

STATE OF TENNESSEE
Davidson County

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

Please mail to: Inglewood Realty Co., 3805 Gallatin Road, Nashville, Tenn. 37216

INSTALLMENT DEED

FROM

WILLIAM C. VANDEVORT AND WIFE,

MAXINE J. VANDEVORT

TO

CLAUDE M. QUARLES AND WIFE,

IRENE D. QUARLES

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

93897

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

OCT 26 2 41 PM '67

NOTED: BOOK 117 PAGE 575
RECORDING FEE $ 6.00
DEP. REG. _____

