This instrument was prepared by Mose J Davie, Atty-at-Law, 1026 Fourth Ave No Nashville, Tennessee

FORM 1003

INSTALLMENT DEED

BOOK 4187 PAGE 314

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP/PARCEL NUMBERS
Frank Burse, Jr. (NAME:)	Same (NAME:)	Map. 69-16
3811 Ashland City Pike (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 5
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	pw

FOR AND IN CONSIDERATION OF the sum of Fifty Nine Hundred ($5,900.00) and 00/100 - - - - - - - - - - - - - - - - - - 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 one principal promissory note of even date herewith for the sum of Five Thousand Six Hundred Fifty ($5,650.00) Dollars payable to the order of "Ourselves". Said note is payable in one hundred forty four (144) monthly installments of Fifty Five Dollars and fifteen cents ($55.15), each including principal and interest at the rate of six per cent (6%) per annum. This being a 12 year plan. The first installment is due on or before the 20th day of November, 1967 and continuing monthly thereafter until all payments of principal and interest have been paid in full. Said payments being applied first to interest and the remainder to the principal. Escrow for taxes and insurance to be paid in equal monthly installments with pre-payment privileges.

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, Joseph G. Williams and wife, Tabitha C. Williams

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

Frank Burse, Jr., and wife, Phyllis T. Burse

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

A tract of land in the 13th, formerly the 23rd Civil District of Davidson County, Tennessee, described partly according to a survey made by Lewis D. Justice, Surveyor, October 19, 1951, as follows:

Beginning at a point on the northerly margin of the Ashland City Pike 227.5 feet easterly from the intersection of the northerly margin of said Pike and the easterly boundary line of the property conveyed to Willie McCall and wife, by deed from Noah W. Cooper, of record in Book 634, page 284, Register's Office for said County; thence with the northerly margin of said Pike south 81 30' east 45.5 feet to a point; thence northeastward 210 feet, more or less, to a point on the southern boundary line of the property conveyed to Walkup; thence with the southern boundary line of said Walkup property north 71 10' west 45.5 feet to a point 227.5 feet easterly from the northeast corner of said McCall property; thence southwestwardly 215', more or less to the beginning.

Being the same property conveyed to Joseph G. Williams by deed from Theodore Lewis and John T. Lewis, Trustees, of record in Book 3316, page 167, R.O.D.C., Tennessee

This is unimproved ( ) improved (X) property, known as 3811 Ashland City Pike, Nashville, Tennessee
(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 A. C. Walker 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 $ 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 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 20th day of October 19 67.

Joseph G. Williams — Tabitha C. Williams

Frank Burse Jr.

Phyllis Tillett Burse

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, A. C. Walker, a Notary Public in and for said County and State, the within named Joseph G. Williams and wife, Tabitha C. Williams, Frank Burse, Jr. and wife, Phyllis T. Burse, 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, Tenn this 20th day of October 1967.

Commission Expires 7-29-70 — A. C. Walker, Notary Public

STATE OF _____
_____ 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 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 the said _____ as such _____ and attesting the same by the said _____ as such _____

WITNESS my hand and official seal at office in _____ on this the _____ day of _____ 19__

My commission expires _____ Notary Public

STATE TAX $ _____
PROBATE $ _____
TOTAL $ _____

INSTALLMENT DEED

FROM
JOSEPH G. WILLIAMS AND WIFE,
TABITHA C. WILLIAMS

TO
FRANK BURSE, JR. AND WIFE,
PHYLLIS T. BURSE

Attorneys Title Company
Titles Guaranteed

95236

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

NASHVILLE, TENN.
NOV 7 11 55 AM '67
NOTED: BOOK 117 PAGE 636
RECORDING FEE $ 3.00
DEP. REG. _____

