Prepared by: Carole C. Smith Atty.
934 Stahlman Bldg. **INSTALLMENT DEED**

FORM 1002

BOOK 4189 PAGE 502

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. J. Morgan Hurt (NAME:)	Mr. J. Morgan Hurt (NAME:)	Map 64
Shute Lane (STREET ADDRESS OR ROUTE NUMBER)	Shute Lane (STREET ADDRESS)	Par 13
Old Hickory, Tennessee (CITY) (P. O. ZONE) (STATE)	Old Hickory, Tennessee (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION OF the sum of fifty two hundred fifty----- ($5,250.00) **DOLLARS**

of which $ 1,500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees

J. Morgan Hurt has this day executed his promissory note in the principal sum of $3,750.00 payable to Naomi Bell Hurt in thirty six equal monthly installment payments of $114.09 each, the first of which said payments shall be due and payable on the 15th day of December, 1967 and a similar payment of $114.09 on the same day of each successive month thereafter until the balance is paid in full. Said payments shall include both principal and interest at the rate of 6% per annum.

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,

Naomi Bell Hurt

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

J. Morgan Hurt

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

Land in the 4th Civil District of Davidson County, Tennessee described according to a survey made by Harvey Gee, September 23, 1957, as follows: BEGINNING at an iron pin on the westerly margin of Tennessee Highway No. 45, said point being in an old county concrete road, north 62° 19' west 54.3 feet from the southwest corner of a tract of land formerly owned by Rachel Jackson Lawrence or heirs and also being a point in the property line of the property conveyed to J. S. Jenkins, et al by deed from John Donelson and wife, of record in Book 921, page 135, Register's Office for said County; thence with Jenkins' line, north 62° 19' west 213.3 feet to an old iron pin in the easterly margin of said county concrete road; thence with said margin, north 20° 01' west 156.2 feet to an iron pin and north 22° 06' west 137.4 feet to an iron pin on the westerly margin of said Highway No. 45; thence with said margin, south 37° 21' east 592.4 feet to the beginning, containing 0.72 of an acre, more or less.

thence north 37° 20' west 117.6 feet to an iron pin

Being the same real property conveyed to Samuel Jasper Hurt and wife, Naomi Bell Hurt, by deed from J. B. Fields and wife, of record in Book 2698, page 489, Register's Office for said County, the said Samuel Jasper Hurt having since died.

This is unimproved (X) improved ( ) property, known as ---- (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 Carole C. Smith 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 $ _____ 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 outcery, 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.

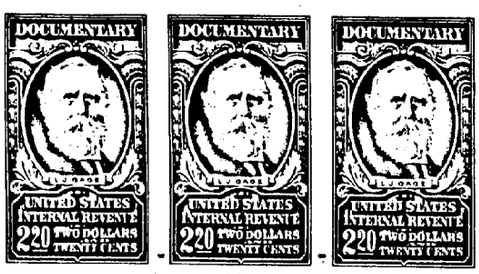
Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 15th day of November 19 67.

J. Morgan Hurt

Ruth W. Hurt

Naomi Bell Hurt (a widow)



STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, Carole C. Smith, a Notary Public in and for said County and State, the within named J. Morgan Hurt, Ruth W. Hurt and Naomi Bell Hurt

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 this 15th day of November 195 67

Commission Expires Dec. 13, 1967 Carole C. Smith 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, the within named bargainor, a corporation, and that they 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 at on this the day of 19

My commission expires Notary Public

STATE TAX $ PROBATE $ TOTAL $

PAID NOV 15 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED
FROM NAOMI BELL HURT
TO J. MORGAN HURT
Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.
File

96263

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

NOV 15 2 57 PM '67
NOTE BOOK 117 PAGE 683
RECORDING FEE $ 3.00
DEP. REG.

3.00