Recorded 1:50 Harris Enforcement Nashville Trust Building 1906 Send tax statement to owner Ray Henley 1438 Electric Ave., Nashville, Tenn.

New Owner: Ray A. Henley 1438 Electric Ave., Nashville, Tenn.

FORM 1008

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

BOOK 4193 PAGE 735

FOR AND IN CONSIDERATION OF the sum of Three Thousand Five Hundred ($3,500.00) - DOLLARS of which $ 1,000.00 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 promissory note of even date herewith payable to the order of Sam Knight in the amount of Two Thousand Five Hundred ($2,500.00) Dollars, bearing interest at the rate of six per cent (6%) per annum, payable at the rate of Sixty ($60.00) Dollars on the 1st day of December, 1967, and a like amount on the first day of each succeeding month until the said note has been paid in full. Each monthly payment shall be first credited to the payment of accrued interest and any balance thereafter applied upon the principal. Said note further provides that if the maker becomes at least fifteen (15) days in arrears the holder thereof may declare the entire balance immediately due, owing and unpaid

STATE TAX
PROBATE .50
TOTAL $

NOV 29 1957

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

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, Sam Knight and wife, Angie Knight,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto ~~Roy~~ RAY A. Henley and wife, June Henley,

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

Land in the 13th Civil District of Davidson County, Tennessee, being the last part of Lot No. 2 and No. 3 of Plan "B" in the Partition of the Lands of W. D. Simpkins, deceased, as of record in Minute Book "L", page 447, of the County Court of said County, described as follows:

BEGINNING at a stake in road, hickory and sassafras pointers, the southeast corner of said Lot No. 3; thence with the east line of said Tract, north 119 poles more or less to the southeast corner of Lot No. 2 formerly owned by Jordon; thence with Jordon's south line, west 31.3 poles to Waldron Line and Stake and Hickory Stump; thence southerly with Waldron's east line 101 poles more or less to a stake and hickory stump; thence 70 1/2° east 28.4 poles more or less to the beginning, containing 27 1/2 acres more or less.

Being the same property conveyed to Sam Knight, by deed from John Henry Boyd, et al, as of record in Book 4079, page 88, as re-recorded in Book 4093, page 681, said Register's Office.

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 Tyree B. Harris 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 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:

DEC. 938

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 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 6 day of Nov 19 67

1521 Jurisdiction — Sam Knight

" " " — Angie Knight

— Roy A. Henley

— Wanda Marie Henley

STATE TAX $ 5.25
PROBATE .50
TOTAL $ 5.75

NOV 29 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID NOV 29 67

STATE TAX $ 5.00
PROBATE .50
TOTAL $ 1.00

NOV 29 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID NOV 29 1967

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, RAY, a Notary Public in and for said County and State, the within named Sam Knight, Angie Knight, Roy A. Henley and June Henley, 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, Tenn. this 6th day of November 1967

Commission Expires February 12, 1969 Margaret B. Brandon 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 the within named bargainor, a corporation, and that { he / they } as such , and , 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

INSTALLMENT DEED

FROM
Sam Knight and wife,
Angie Knight

TO
RAY
Roy A. Henley and wife,
June Henley

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record this day of A. D. 19
at o'clock M.,
Noted in Book Page
Recorded in Book Page
Recording Fee $
County Register
Dept. Reg.
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN.
NOV 30 2 56 PM '67
Published by
NOTED: BOOK 4193 PAGE 166
RECORDING FEE $ 3.00
DEN. REG.
By

TENNESSEE TITLE COMPANY
Nashville, Tenn.

DOCUMENTARY
55 CENTS