Installment Deed BOOK 4194 PAGE 60

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Thomas R. Scales	Same	82-13-312
(NAME:)	(NAME:)	
1010 Fourth Avenue, North	This Instrument Prepared By: BAILEY, EWING & DALE, Attys.	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS) 709-719 Nashville Trust Building	
Nashville, TEnn. 37219	Nashville, Tennessee 37201	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of SIXTY THOUSAND AND NO/100 ---------- ($60,000.00) ---------- *Dollars,*

of which TWO THOUSAND AND NO/100 ($2,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder FIFTY-EIGHT THOUSAND AND NO/100 ($58,000.00) ---------- *Dollars,* grantees Thomas R. Scales and wife, Beverly Sue Scales, have executed their installment note of even date herewith in the amount of FIFTY-EIGHT THOUSAND AND NO/100 ($58,000.00) Dollars, bearing interest at the rate of six (6%) percent per annum, payable in monthly installments of FOUR HUNDRED AND NO/100 ($400.00) Dollars principal each, together with interest accrued on the unpaid principal balance upon each monthly payment date, the first such monthly payment being due and payable on January 1, 1968, in the amount of FOUR HUNDRED AND NO/100 ($400.00) Dollars principal plus TWO HUNDRED NINETY ($290.00) Dollars interest, and succeeding monthly payments of principal in the amount of FOUR HUNDRED AND NO/100 ($400.00) Dollars, together with accrued interest being payable on consecutive months thereafter on the first day of each month until the principal amount of this note, together with all accrued interest is paid in full.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, R. M. MITCHUM AND WIFE, CATHERINE C. MITCHUM

have this day bargained and sold, and do hereby transfer and convey unto the said THOMAS R. SCALES and wife, Beverly Sue Scales, and their ~~heirs~~, *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being the northwesterly part of Lot No. 30 on the Plan of Balch and Whitesides' Addition, as of record in Minute Book "D", page 734, Circuit Court for said County, described as follows:

Beginning at a point on the easterly margin of 4th Avenue, North formerly Cherry Street, 100 feet northerly from the northeast corner of said 4th Avenue, North, and Jackson Street, said point being the northwest corner of a part of Lot No. 30 conveyed to R. L. Ball and wife, by deed from N. E. Dye, et ux, of record in Book 1760, page 93, Register's Office for said County; thence with the easterly margin of said 4th Avenue, North, northwardly 121 feet to the northwest corner of said Lot No. 30; thence with the northern boundary line of said Lot No. 30, eastwardly 170 feet to the westerly margin of an alley; thence with the westerly margin of said alley, southwardly 121 feet to the northeast corner of said Ball property; thence with the northern boundary line of said Ball property, westwardly 170 feet to the beginning.

Being the same real property conveyed to R. M. Mitchum, by deed from N. E. Dye and wife, of record in Book 1763, page 561, said Register's Office.

Monthly payments will not be considered delinquent if received by the 8th day of the month such payment is due and payable. The grantees are authorized to make additional principal payments on any monthly payment date in multiples of FOUR HUNDRED AND NO/100 ($400.00) Dollars, and interest accruing on the principal balance will be computed accordingly.

In addition to the insurance hereinafter provided for, Grantees, agree to maintain liability and casualty insurance in some reliable insurance company on the property herein conveyed assuring the Grantors and Grantees against claims for personal injuries and property damages with limits of $100,000.00, $300,000.00 and $25,000.00 respectively, and to furnish Grantors with a duplicate or certificate of such policy of insurance.

STATE TAX $ 90.00
PROBATE .50
TOTAL $ 90.50

DEC 1 1967

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

PAID DEC 1 - 1967

STATE TAX $ 56.00
PROBATE .50
TOTAL $ 56.50

DEC 1 1967

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

PAID DEC 1 - 1967

unimproved ( ) This is improved (X) property, known as 1008 - 18 Fourth Avenue, North, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said THOMAS R. SCALES AND WIFE, BEVERLY SUE SCALES, AND THEIR ~~successors~~ *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 for 1967 Metropolitan Nashville and Davidson County advalorem taxes which will be prorated as of the date of this deed, Grantors paying the accrued portion and the Grantees the unaccrued portion thereof.

We *further covenant and bind* ourselves and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* THOMAS R. SCALES AND WIFE, BEVERLY SUE SCALES, AND THEIR ~~successors~~ *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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said THOMAS R. SCALES AND WIFE, BEVERLY SUE SCALES *hereinafter referred to as trustors, hereby transfer and convey unto* W. C. MITCHUM, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $ 40,000.00 *, or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear,* against fire and with extended coverage and to lodge such policy or policies with said lawful owner or holder of the said indebtedness.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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.

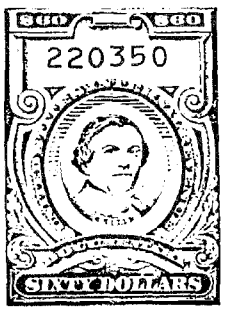
3rd. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 1st *day of* December, *19* 67







R. M. MITCHUM

CATHERINE C. MITCHUM

THOMAS R. SCALES

BEVERLY SUE SCALES

REC'D FOR RECORD
DEC 1 12 06 PM '67
RECORDING FEE $ 4.50
BOOK 1170 PAGE 273

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY
STATE OF TENN

98253

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Betty Poage, *a Notary Public in and for said County and State,* R. M. MITCHUM AND WIFE, CATHERINE C. MITCHUM AND THOMAS R. SCALES AND WIFE, BEVERLY SUE SCALES

the within named 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* 1st *day of* December, *19* 67

Betty Poage *Notary Public*

Commission expires 12-20-71