BOOK 1197 PAGE 83

Owner:

Send Tax Statement to James H. King Nashville RT 5. Tenn.

INSTALLMENT DEED

Map. 168
P/o Par. 17

For and in Consideration of the sum of ($5,000.00)
Five Thousand and 00/100 - - - - - - - - - - - - - - - - - - Dollars,
of which One Thousand and 00/100 - ($1,000.00) - - - - - - - - - - Dollars,
has been paid in cash by James H. King and wife, Hazel Joyce Reed King
the receipt of which is hereby acknowledged, and for the remainder ($4,000.00)
Four Thousand and 00/100 - - - - - - - - - - - - - - - - - - Dollars,
the said James H. King and wife, Hazel Joyce Reed King have
executed four notes in the amount of $1,000.00 each, the first of said notes being due August 16, 1968, and the other notes annually thereafter, without interest.

STATE TAX $ 7.50
PROBATE .50
TOTAL $ 8.00

OCT 13 1967 PAID OCT 13 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

~~[illegible]~~ 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, we, C. D. King and wife, Katherine Cartwright King

have this day bargained and sold, and do hereby transfer and convey unto the said James H. King and wife, Hazel Joyce Reed King, their heirs and assigns,

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

Beginning at a large Elm also _____ Ethridge's North East corner, Thence with said _____ Ethridge's line South 74½° West 297 ft. to another large Elm, Thence North 32° East 44 ft. to Charlie & Zell King's corner, Thence with said Zell King line North 79° East 268 ft. Thence North 79½° East 544½ ft. to a stake in the center of the South Harpeth Road, Thence with the center of said Road and with _____ Caruthers line South 5° East 100 ft. Thence South 10° East 100 ft. Thence South 12½° East 27 ft. Thence with the center of same Road and with Glenn Malugin South 21½° East 100 ft. Thence South 28° East 50 ft. to a stake in center of said South Harpeth Road. Thence South 55° West 384 ft. to a stake in Ethridge East Boundary line. Thence with said line North 36-3/4° West 573 ft. to the Beginning containing 4.95/100 acres more or less. Surveyed by Lewis King July 15, 1967. And being a part of the same property conveyed to C. D. King and wife, as of record in Book 1345, page 206 of t he Register's Office for Davidson County, Tennessee.





STATE TAX $ 2.00
PROBATE .50
TOTAL $ 2.50

OCT 13 1967 PAID OCT 13 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 James H. King and wife, Hazel Joyce Reed King, 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 said real estate to said James H. King and wife, Hazel Joyce Reed King, 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 James H. King and wife, Hazel Joyce Reed King

do hereby transfer and convey unto Burt Francis, 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 James H. King and wife, Hazel Joyce Reed King

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 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 James H. King and wife, Hazel Joyce Reed King 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; If 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 James H. King and wife, Hazel Joyce Reed King their 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 Burt Francis, 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 C. D. King and wife, Katherine Cartwright King and James H. King and wife, Hazel Joyce Reed King hereunto set out hands at Nashville, Tennessee, this the 31 day of Dec 1967

C. D. King

Katherine Cartwright King

James H King

Hazel Joyce Reed King

STATE OF TENNESSEE
Davidson County

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within named C. D. King and wife, Katherine Cartwright King and James H. King and wife, Hazel Joyce Reed King

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 31 day of Dec, 1967

Commission Expires Jan 26-1970

[illegible], 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 _____

STATE OF TENNESSEE
Davidson County

BOOK 4197 PAGE 86

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

INSTALLMENT DEED

FROM
C. D. King, Et Ux

TO
James H. King, Et Ux

Attorneys Title Company
Title Guaranteed
NASHVILLE, TENN.

99594

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

DEC 13 2 29 PM '67

NOTE'S BOOK 117 PAGE 834

RECORDING FEE $ 6.00

DEP. REG. _____

6.00

TOLLEY CO., NASHVILLE

This instrument was prepared
by Burt Francis, Attorney,
440 Third National Bank Bldg.,
Nashville, Tennessee.

BFOKL