Tax Par. No. 16DA-31036

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FORM 1003

BOOK 4199 PAGE 131

FOR AND IN CONSIDERATION OF the sum of $4,500.00
FOUR THOUSAND FIVE HUNDRED AND NO/100---------- DOLLARS
of which $ 1000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees herein have executed their one note of even date herewith, payable to H. & S. Development Company, for the sum of $3,500.00, payable as follows: $1000.00 due on or before February 10, 1968; $1000.00 due on or before May 10, 1968; $1000.00 due on or before July 25, 1968, and the balance of $500.00 due on or before September 25, 1968.

Map. 131-4
Par. 76
PW



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, SEVEN HILLS LAND COMPANY, a partnership composed of H. & S. Development Company, a Tennessee Corporation, and Franklin G. Clark and Don M. Powell, hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

JAMES S. HAMER AND WIFE, MILLYE K. HAMER,

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

Being Lot No. 341 on the Plan of Seven Hills, Section 8, as of record in Book 3300, page 14, Register's Office for said County.
Said Lot No. 341 fronts 124.9 feet on the south side of Benton Smith Road, and extends back 316.2 feet on the west line and 360.7 feet on the east line, to a dead line in the rear on which it measures 172.9 feet.
Being part of the property conveyed to Seven Hills Land Company, a partnership composed of H. & S. Development Company, Inc., a Tennessee Corporation, and Franklin G. Clark and Don M. Powell, by deed from James F. Holt and wife, as of record in Book 3035, page 63, said Register's Office.

This is improved property located at _____ Benton Smith Road, Nashville, Tennessee.
Send tax statement to James S. Hamer, _____ Benton Smith Road, Nashville, Tennessee.

PREPARED BY
C. H. BRILEY, JR., ATTORNEY
320 UNION STREET
NASHVILLE, TENNESSEE 37219

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 L.M. Nelson 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 falls, 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 December 19 67.

H. & S. Development Company, Inc.
Partner
by: Reese L. Smith Jr., President

Millye K. Hamer

STATE TAX $ 6.75
PROBATE .50
TOTAL $ 7.25

DEC 20 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

SEVEN HILLS LAND COMPANY, A partnership
By:
Partner
Franklin G. Clark

James S. Hamer

STATE TAX $ 1.50
PROBATE .50
TOTAL $ 2.00

DEC 20 1967 PAID DEC 20 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for said County and State, the within named James S. Hamer and wife, Millye K. Hamer; and Franklin G. Clark, Partner, the bargainor S, d/b/a Seven Hills Land Company 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 19th day of December 1967

Commission Expires April 25, 1970. L. D. Richards Notary Public.

STATE OF TENNESSEE
DAVIDSON County

Before me, L. D. Richards, a Notary Public within and for the State and County aforesaid, personally appeared Reese L. Smith Jr., with whom I am personally acquainted and who upon {his oath} acknowledged {himself} to be the President respectively of the H. & S. Development Company, Inc. the within named bargainor, a corporation, and that {he} as such President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said Reese L. Smith Jr. as such President.

WITNESS my hand and official seal at office at Nashville, Tennessee on this the 19th day of December 19 67

My commission expires April 25, 1970. L. D. Richards Notary Public

00398

INSTALLMENT DEED
G-20098 jmm
FROM
SEVEN HILLS LAND COMPANY,
TO
JAMES S. HAMER, ET UX.

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 $ ____
FELIX Z. HILL
REGISTER
DAVIDSON COUNTY
STATE OF TENNESSEE
County Register
DEC 20 12 24 PM '67
NOTE FEES
RECORDING FEE 1.50
DEP. REG.
Dept.
By ____
Published by ____ Page 230

TENNESSEE TITLE COMPANY
Nashville, Tenn.
Zone Office
LAWYERS TITLE INSURANCE CORPORATION
of Richmond, Virginia

REGISTERS OFFICE
PLEASE PUT IN TENN. TITLE CO. BOX