Prepared By --
Hooker, Hooker, Willis & Samuels
214 Union Street, Nashville, Tenn.

BOOK 4245 PAGE 927

Map. 130-1
Par. 45 pw

INSTALLMENT DEED

For and in Consideration of the sum of Eighty-nine Thousand, Five Hundred and 00/100 ($89,500.00) Dollars, of which Twenty Thousand, Two Hundred, Twenty-eight and 71/100 ($20,228.71) Dollars, has been paid in cash by Rufus E. Fort, Jr., Trustee, the receipt of which is hereby acknowledged, and for the remainder of Sixty-nine, Two Hundred, Seventy-one and 29/100 ($69,271.29) Dollars, the said Rufus E. Fort, Jr., Trustee, has

(1) assumed a note dated June 16, 1958, payable to Volunteer Federal Savings and Loan Association of Nashville, with the principal balance of Eight Thousand, Five Hundred, Eighty-five and 15/100 ($8,585.15) Dollars, said note being secured by a deed of trust of record in Book 2773, page 345, and (2) executed one note of even date herewith in the principal sum of Sixty Thousand, Six Hundred, Eighty-six and 14/100 ($60,686.14) payable in twenty (20) quarterly installments, the first nineteen (19) installments being in the principal sum of Three Thousand, Thirty-four and 30/100 ($3,034.30) Dollars each and the twentieth (20th) installment being the principal balance, the first installment being due and payable on the 1st day of November, 1968, and thereafter with succeeding installments due and payable quarterly and until paid in full and bearing interest at the rate of Six (6%) per cent per annum, interest to be paid on the unpaid principal balance on the installment dates,

all of said notes bearing six per cent interest from date, 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, H. A. Thompson, Jr. and wife, Joyce M. Thompson,

have this day bargained and sold, and do hereby transfer and convey unto the said Rufus E. Fort, Jr., Trustee, with power to sell, mortgage or otherwise convey without the necessity of joinder or disclosure of any beneficiaries, ~~heirs and assigns~~, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lots Nos. 12, 13 and 14 on an unrecorded Subdivision of Tract "A-1", on the Revised Plan of Highlands of Belle Meade, No. 2, as of record in Book 843, page 18, Register's Office for said County, and described together according to a survey made November 1, 1931, by W. B. Southgate, Surveyor, as follows:
BEGINNING at a point on the northwesterly margin of the New Harding Road, known as State Highway No. 1, where the easterly right of way line of the Nashville, Chattanooga, and St. Louis Railway intersects the same; and running thence northeastwardly with the easterly right of way line of said railway 407 feet to the southwest corner of Lot 11 on the Plan of said Subdivision; thence southeastwardly with the line between said Lots Nos. 11 and 12, 167 feet 6 inches to the said Highway No. 1, the southeast corner of said Lot 11; thence southwestwardly with the northwesterly margin of said Highway No. 1, 250 feet to a point 113 feet 9 inches from a stone marker; thence northwestwardly 20 feet; and southwestwardly with the northwesterly margin of said Highway No. 1, 161 feet to the beginning. Being the same property conveyed to H. A. Thompson, Jr. and wife, Joyce M. Thompson, by deed from John Paul Lindsay and wife, in Book 3031, page 84, said Register's Office.

New Owner
Rufus E. Fort Jr. Tr.
P.O. Box 2641
Nashville Tenn.

Tax Bills
Same

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Rufus E. Fort, Jr., Trustee, with power to sell, mortgage or otherwise convey without the necessity of joinder or disclosure of any beneficiaries, 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 heirs and representatives, to warrant and forever defend the title to said real estate to said Rufus E. Fort, Jr., Trustee, with power, et. seq. 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 me in hand paid, I, the said Rufus E. Fort, Jr., Trustee, with power to sell, mortgage or otherwise convey without the necessity of joinder or disclosure of any beneficiaries, do hereby transfer and convey unto D. L. Lansden, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Rufus E. Fort, Jr., Trustee etc., 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 $35,000.00 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.

I 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 I 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 I, the said Rufus E. Fort, Jr., Trustee etc., 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 I 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; 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. I 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. I 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 Rufus E. Fort, Jr., Trustee, with power, et. seq. 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 D. L. Lansden, 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 H. A. Thompson, Jr. and wife, Joyce M. Thompson and Rufus E. Fort, Jr., Trustee, hereunto set our hands at Nashville, Tennessee, this the 1st day of June 1968

H A Thompson Jr

Joyce M Thompson

X Rufus E Fort Jr

STATE OF TENNESSEE
Davidson County

Personally appeared before me, John L. Chambers, a Notary Public in and for said County and State, the within named Rufus E. Fort, Jr.

the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 1st day of June, 1968

John L Chambers Notary Public.

Commission Expires 10 Aug 1969

STATE OF TENNESSEE
DAVIDSON County.

Personally appeared before me, John L. Chambers, a Notary Public in and for said County and State, the within named H. A. Thompson, Jr. and wife, Joyce M. Thompson,

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 1st day of June, 1968

John L Chambers Notary Public.

Commission Expires 10 Aug 1969

NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE
Davidson 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 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

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $89,500.00. Affiant John W. Wagster
Subscribed and sworn to before me this 25 day of June 1968

Deputy Register L. Gentry

INSTALLMENT DEED

FROM

H. A. THOMPSON, JR. AND WIFE, JOYCE M. THOMPSON

TO

RUFUS E. FORT, JR., TRUSTEE

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

A 0 2 8 6 1

IDENTIF. REFERENCE

JUN 25 3 26 PM '68

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

JUN25'68	CONV	89,500.00			
JUN25'68	S'TAX		A*	232.70	
JUN25'68	MORT'G	60,686.14			
JUN25'68	S'TAX		A*	58.70	
JUN25'68	PR'FEE		A*	.50	
JUN25'68	MDEED		A*	6.00	* 297.90