INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FORM 1003

This deed was prepared by Mose J. Davie, Attorney PARCEL NO. 12D-87665
1026-4th Avenue, North, Nashville, Tennessee

FOR AND IN CONSIDERATION OF the sum of Seven-Thousand ($7,000.00) DOLLARS

of which $ 100.00 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 this day executed their note payable to Queenie Walker in equal monthly installments of $209.92. The first installment payment shall be due and payable on July 1, 1968, and a similiar payment of $209.92, on the same day of each successive month thereafter until the balance is paid in full. The said installment payments shall include interest at the rate of 6% per annum. All of the said notes beraing 6% interest from date.

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $7,000.00, [illegible] Ehrai Ackles
Subscribed and sworn to before me this 9 day of July 1968

Deputy Register Allen Lentz

and providing for payment of attorney's fees, and is expressly retained on the land herein conveyed, secure the payment of said note or notes, principal and interest, and attorney's fees, a lien Queenie Walker

hereinafter called the grantor have this day bargained and sold, and do hereby transfer and convey unto Louis D. Green and wife, Electa D. Green.

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

Land in Davidson County, Tennessee, being Lot No. 7 on the plan of Haynes View Subdivision, as of record in Book 3700, page 71, Register's Office for said County.

Beginning at a point in the west margin of Walker Lane at the common corner of Lots Nos. 6 and 7; thence northerly with said lane, 215.1 feet to a monument; thence northwesterly with a curve, 39.27 feet to a monument in the south margin of Nocturne Drive; thence with a slight curve in a westerly direction, along said Drive, 136.53 feet to a monument; continuing with said Drive in a southwesterly direction 113.5 feet to the northwesterly corner of Lot No. 7; thence along the line of said Lot, south 41° 59' east 184 feet to the corner of Lots 6 and 7; thence along the line of said Lots, easterly 182 feet to the beginning.

Being part of the property conveyed to Queenie Walker, by deed from Annie O. Miller and husband, as of record in Book 2537, page 207, said Register's Office. The property is unimproved and has no mailing address at this time. Send all tax statements to Louis D. Green, et ux, 3000 Van Aken Boulevard, Shaker Heights, Ohio 44120. New owner.

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 Mose J. Davie 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 $ 7000.00 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 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:

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 June, 1968

Louis D Green

Queenie Walker

Electa D Green

IDENTIF. REFERENCE

FELIX Z. ANDERSON, REGISTER
DAVIDSON COUNTY, TENN.
JUL 9 9 48 AM '68

JUL-9	CONV	*7,000.00		
JUL-9	S'TAX		A*	18.20
JUL-9	MORT	*6,900.00		
JUL-9	S'TAX		A*	4.90
JUL-9	PR'FEE		A*	.50
JUL-9	WDEED		A*	3.00
			*	26.60

Rush A04370

STATE OF Cuyahoga OHIO
COUNTY OF Cuyahoga

Personally appeared before me, Alice Reed, a Notary Public in and for said County and State, the within named Louis D. Green and wife, Electa D. Green 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 Cleveland, Ohio this 15th day of June 1968

Commission Expires _____ Alice Reed Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Mose J. Davie, a Notary Public in and for said County and State, the within named Queenie Walker the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tenn this _____ day of June 1968

Commission Expires November 5, 1968 Mose J. Davie Notary Public.

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
Queenie Walker

TO
Louis D. Green, 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 $ _____
County Register
By _____ Dept. Reg.

Published by

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