2807 Wimbledon Dr.
Nashville, Tenn.

Same BOOK 4252 PAGE 25

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FORM 1003

FOR AND IN CONSIDERATION OF the sum of Forty Seven Thousand Five Hundred and no/100 --------
----------($47,500.00) ----------DOLLARS

of which $ 10,000.00 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 executed their promissory note of even date herewith for $37,500.00 payable to the order of Hardie C. Bass, Jr. and wife, Julia Henderson Bass, in 60 monthly installments, the first 59 being for $279.60 each which include both principal and interest at the rate of 6-1/2% per annum, and the 60th installment will be for the remaining unpaid balance of said note; the first installment falling due October 1st, 1968, and the others on the same day of each succeeding month until paid in full, with privilege of prepayment of any or all of said payments, without penalty, reserved by the grantees herein,

Map 117-9
Par. 43-44

47,500.00

This Instrument Was Prepared By
Emery W. Pedigo (mre)
Of The Law Firm Pedigo & Saindon
Stahlman Building: Nashville, Tennessee

15th July 68
Frances T. Sherry
Frances T. Sherry, Notary Public
My Commission Expires Feb. 10, 1969

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,

We, Hardie C. Bass, Jr. and wife, Julia Henderson Bass,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Joe Byrns Sills and wife, Dorothy Lee Sills,

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

Two tracts of land in Davidson County, Tennessee, as follows:
TRACT NO. 1: Being lot No. 12 of Block 8, on the map of Woodmont Estates, as of record in book 974, page 29, Register's Office for said County.
Said lot No. 12 fronts 160 feet on the southeasterly side of Woodmont Circle and extends back 183.3 feet on the northeasterly line and 266 feet on the westerly line to the northwesterly line of lot No. 5 in said subdivision, measuring 225 feet thereon.
Being the same property conveyed to Hardie C. Bass, Jr. and wife, Julia Henderson Bass, by deed from Third National Bank in Nashville, Trustee, of record in book 1357, page 301, said Register's Office.
TRACT NO. 2: Being part of lot No. 4, of Block 8 on the plan of Woodmont Estates, as of record in book 974, page 29, Register's Office for said County, described as follows:
Beginning on the southeasterly margin of Woodmont Circle at the corner of lots Nos. 4 and 12; thence with the line between said two lots, southeastwardly 183.3 feet to the common corner of lots Nos. 4, 5 and 12; thence northwardly 200 feet, more or less, to the southeasterly margin of Woodmont Circle; thence with said Circle, southwesterly 140.7 feet to the beginning.
Being the same property conveyed to Hardie C. Bass, Jr. and wife, Julia H. Bass, by deed from Third National Bank in Nashville, Trustee, of record in book 2044, page 506, said Register's Office.
The said Julia Henderson Bass and Julia H. Bass are one and the same person.

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 William O. Lee 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 $ -------- 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 10th day of July 19 68

Joe Byrns Sills — Hardie C Bass Jr

Dorothy Lee Sills — Julia H. Bass

JUL 18 68	CONV	47,500.00			
JUL 18 68	S'TAX		A*	123.50	
JUL 18 68	MORT	37,500.00			
JUL 18 68	S'TAX		A*	35.50	
JUL 18 68	PR'FEE		A*	.50	
JUL 18 68	W'DEED		A*	3.00	* 162.50

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Charlene Goodwin, a Notary Public in and for said County, and State, the within named Hardie C. Bass, Jr. and wife, Julia Henderson Baas, 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 Nashville, Tennessee this 10th day of July 1968

Commission Expires 7.20.70 Charlene Goodwin Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, A. M. Tenison *a Notary Public in and for said County and State,* Joe Byrns Sills and wife, Dorothy Lee Sills,

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* 15th *day of* July, 1968.

Commission expires February 16, 1969 A. M. Tenison, *Notary Public*

GUARANTY MORTGAGE CO. OF NASHVILLE

INSTALLMENT DEED

FROM
Hardie C. Bass, Jr. et ux.

TO
Joe Byrns Sills 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
GUARANTY MORTGAGE CO. OF NASHVILLE

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

37,500