SS NEW OWNER (S) AS FOLLOWS SEND TAX BILLS TO SAME.
F. Prince
arding Pl.

Map 133-1
Par. 123

This instrument prepared by R. Dan Boyd, BOOK 4259 PAGE 89
601 Broadway, Nashville, Tenn.

INSTALLMENT DEED

For and in Consideration of the sum of Five Thousand Seven Hundred Fifty and No/100 ----------($5,750.00)----------Dollars,

of which Four Hundred Fifty and No/100 ----------($450.00)----------Dollars,

has been paid in cash by James F. Prince and wife, Gena Mae Prince,

the receipt of which is hereby acknowledged, and for the remainder Five Thousand Three Hundred and No/100 ----------($5,300.00)----------Dollars,

the said James F. Prince and wife, Gena Mae Prince, have executed and delivered their one promissory note of even date herewith payable to the order of Ruth E. Moore, together with interest at the rate of 6% per annum thereon from the date hereof in consecutive monthly installments of $58.85 each, with the first installment due September 15, 1968,

AUG 12 68	CONV	*5,750.00			
AUG 12 68	S'TAX		A*	14.82	
AUG 12 68	MORT'G	*5,300.00			
AUG 12 68	S'TAX		A*	3.30	
AUG 12 68	PR'FEE		A*	.50	
AUG 12 68	W'DEED		A*	4.50	* 23.12

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, Ruth E. Moore

has / ~~have~~ this day bargained and sold, and does / ~~do~~ hereby transfer and convey unto the said James F. Prince and wife, Gena Mae Prince, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 87 on the Map of Patterson's Subdivision of Maple Hill, as of record in Book 332, Page 75, Register's Office for said County.

Said lot fronts 50 feet on the south side of Patterson Street and extends back 161.5 feet on the east side and 161.9 feet on the west side to a line on the rear measuring 50 feet.

Being the same property conveyed to Ruth E. Moore by deed from Goldy L. Tatom and wife of record in Book 2861, Page 389, Register's Office, Davidson County, Tennessee.

Taxes for 1968 have been prorated and assumed by the Grantees herein.

This property is improved and is known as 423 Patterson Street, Nashville, Davidson County, Tennessee.

J. E. Moore, husband of Ruth E. Moore, joins herein for the purpose of conveying, releasing and/or quitclaiming any and all interest he may have in and to the above described property.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $5750.00

Subscribed and sworn to before me, this the 1st day of August 1968

Affiant Ed Tumentine

My commission expires 2/1/72 (Affix Seal)

Notary Public Ethelyne Tumentine

CITY TENN. EMILITIES

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James F. Prince and wife, Gena Mae Prince, their heirs and assigns forever she does covenant that she is lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

She does further covenant and bind herself and her heirs and representatives, to warrant and forever defend the title to said real estate to said James F. Prince and wife, Gena Mae Prince, 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 F. Prince and wife, Gena Mae Prince,

do hereby transfer and convey unto Richard Dance, 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 F. Prince and wife, Gena Mae Prince,

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 $5,000.00 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.

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 F. Prince and wife, Gena Mae Prince, 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 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 F. Prince and wife, Gena Mae Prince, 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 Richard Dance, 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 Ruth E. Moore and husband, J. E. Moore, and James F. Prince and wife, Gena Mae Prince, hereunto set our hands at Nashville, Tennessee, this the 1st day of August 19 68

Ruth E. Moore

J. E. Moore

James F. Prince

Gena Mae Prince

IDENTIFICATION REFERENCE

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

AUG 12 3 49 PM '68

408747

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Margaret Huffman, a Notary Public in and for said County and State, the within named J. E. Moore and wife, Ruth E. Moore,

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 August, 1968

Commission Expires 1-29-72

Margaret Huffman, Notary Public.

STATE OF TENNESSEE
DAVIDSON County.

Personally appeared before me, Ethelyne Turrentine, a Notary Public in and for said County and State, the within named James F. Prince and wife, Gena Mae Prince,

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 August, 1968

Commission Expires 2/1/72

Ethelyne Turrentine, Notary Public.

NOTARY PUBLIC DAVIDSON COUNTY, TENN.