BOOK 4259 PAGE 800

INSTALLMENT DEED

Map. 91-7
Par. 19

For and in Consideration of the sum of

Eleven Thousand Three Hundred Sixty and 00/100 ----------($11,360.00)--- Dollars,

of which Two Thousand and 00/100 ----------($2,000.00) Dollars,

has been paid in cash by Rock City Piping Contractors, Inc.

the receipt of which is hereby acknowledged, and for the remainder

Nine Thousand Three Hundred Sixty and 00/100 ----------($9,360.00)--Dollars,

the said Rock City Piping Contractors, Inc. has executed an installment deed note in the face amount of $9,360.00 payable in 120 equal monthly installments of $78.00 beginning September 15, 1968, and thereafter in a like amount for 119 consecutive months until the balance is paid in full.

New Owner
Rock City Piping Contr.. Inc.
1816 Primrose Ave.
Nashville Tenn.

Jay Bills

Same

all of said notes bearing six per cent interest from ~~date~~ maturity, 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, Iva M. Walker Horton I M H

have this day bargained and sold, and do hereby transfer and convey unto the said Rock City Piping Contractors, Inc. its successors ~~heirs~~ and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being lots Nos. 1118 and 1120 of Block No. 33 on Plan No. 2 in West Nashville, as of record in book 57, page 172, Register's Office for said County.
Said lots Nos. 1118 and 1120 front together 50 feet on the southerly side of Pennsylvania Avenue and run back between parallel lines 150 feet to an alley.

Being the same property conveyed to Iva M. Walker by deed from W. D. Blair and wife, of record in book 3369, page 369, Register's Office for said county.

Iva M. Walker and Iva M. Walker Horton is the one and the same I M H

Prepared by
Bill Lincoln
601 Broadway
Nashville Tenn.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Rock City Piping Contractors, Inc. its successors heirs and assigns forever I do covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself and my heirs and representatives, to warrant and forever defend the title to said real estate to said Rock City Piping Contractors, Inc. its successors 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 it in hand paid, it, the said Rock City Piping Contractors, Inc.

do/es 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.

It, the said Rock City Piping Contractors, Inc.

do/es 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 $ 7,500.00 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.

It further agree/s 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 it fail/s 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 it, the said Rock City Piping Contractors, Inc. 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 it fail/s 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; it fail/s 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. it agree/s, 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. It further agree/s 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 Rock City Piping Contractors, Inc. 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 Rock City Piping Contractors, Inc. by its duly authorized officer and Iva M. Walker Horton I W H hereunto set our hands at Nashville, Tennessee, this the 9th day of August 1968

ROCK CITY PIPING CONTRACTORS, INC.

By R C Bailey
President

Iva M Walker Horton

Iva M. Walker Horton I W H

STATE OF TENNESSEE
Davidson County

Personally appeared before me, C. F. Hoover, a Notary Public in and for said County and State, the within named Iva M. Walker Horton I W H

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 Tennessee, this 9th day of August, 1968

C. F. Hoover, Notary Public.

Commission Expires 2-7-1970

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named

AUG 14 CONV 11,360.00
AUG 14 MORT *9,360.00
AUG 14 S TAX A* 29.64
AUG 14 S TAX A* 7.40
AUG 14 PRFEE A* .50
AUG 14 MTGED A* 9.00 * 46.54

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

Witness my hand and official seal at _____ this _____ day of _____, 19__, _____, Notary Public.

Commission Expires _____