BOOK 1284 PAGE 980

MAP 119-2
Tax Parcel No. 6DA-9358 PAR. 58

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FORM 1002

FOR AND CONSIDERATION OF the sum of $8,350.00
EIGHT THOUSAND THREE HUNDRED FIFTY and no/100---------- DOLLARS
of which $ 550.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder said grantees herein assume and agree to pay the remaining unpaid balance of a note dated Sept. 6, 1961, for the original sum of $7350.00, with interest as set forth therein, both principal and interest payable $40.65 monthly, payable to Walter M. Noel & Company, Inc., and secured by Deed of Trust of record in Book 3276, page 490, Register's Office, Davidson County, Tennessee, and for the remainder the grantees herein have executed their one joint principal note of even date herewith for the sum of $300.00, payable $100.00 monthly, without interest.

The actual consideration for this transfer or value of property (whichever is greater) is $ 8,350.00
This is equal to or greater than the property would bring at a fair and voluntary sale.

Ulna Christine Dickey

Sworn to and subscribed before me this 29th day of August, 1968.

My commission expires April 25, 1970

PREPARED BY
C. H. BRILEY, JR., ATTORNEY
320 UNION STREET
NASHVILLE, TENNESSEE 37219

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,

BUFORD MILES AND WIFE, RUTH MILES

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

CHRISTINE DICKEY

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

Being Lot No. 16 on the Plan of Cunningham Heights, as of record in Book 2331, page 76, Register's Office for said County.
Said Lot No. 16 fronts 90 feet on the south side of Garwood Drive and runs back between lines, 164.73 feet on the west line and 166.10 feet on the east line to a dead line in the rear on which it measures 100 feet.
Being the same property conveyed to Buford Miles and wife, Ruth Miles, by deed from Johnny Douglas Lane and wife, as of record in Book 4173, page 168, said Register's Office.

This being improved property loacted 203 Garwood Drive, Nashville, Tennessee
Sand tax statments to Walter M. Noel & Company at Stahlman Building, Nashville, Tennessee.

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 unincumbered.

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 [illegible] 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 insurable value with 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 a part of the loan hereby secured, 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 deed of conveyance shall be null and void; otherwise to remain in full force and effect. But if we fail to pay any one of said notes or part thereof promptly at maturity or if, failing to pay taxes, repairs and premises insured as herein provided, we fail to reimburse the Trustee or lawful owner and holder of said notes for any amount expended by said Trustee, or lawful owner and holder of said notes, within [illegible] days from date of such expenditure, then the whole of said notes shall become due and payable at once, without notice, and this conveyance shall remain in full force and effect, and it shall be the duty of the Trustee, or lawful owner and holder of said notes, upon request of the lawful owner and holder of said notes, upon giving twenty days' notice by three publications in any newspaper [illegible] published in said County, once a week, for three successive weeks, to sell said property at the front door of the Court House in said County to the highest bidder for cash, and apply the proceeds of such sale, after paying the costs of this trust, including a reasonable attorney's fee for collection, to the payment of said notes, rendering the surplus, if any, to us or our heirs or assigns. We hereby waive and release all rights of redemption, homestead, dower and all other exemptions of every kind, which are hereby waived and released by the execution of this deed of trust, and the Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser or purchasers at any sale made hereunder. 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. In case the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser at any sale may enter and take 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 incident to 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 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 29th day of August 19 68

BUFORD MILES

RUTH MILES

CHRISTINE DICKEY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, John C. Jeffords, Jr., a Notary Public in and for said County and State, the within named Buford Miles and wife, Ruth Miles, and Christine Dickey

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 Nashville, Tenn. this 29th day of August 1968.

Commission Expires June 3, 1969

John C. Jeffords, Jr. Notary Public.

STATE OF _____
_____ 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 purpose 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 _____ on this the _____ day of _____, 19____

My commission expires _____ Notary Public

INSTRUMENT DEED
Buford Miles, Et al
To
Christine Dickey
RECORDER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record this
day of
A. D. 19
M.,
Book
Page
Note
Fee
Register
County Register
Dept. Reg.
Prepared by
TENNESSEE TITLE COMPANY
Nashville, Tenn.
Title Insurance
Corporation
of Richmond, Virginia

PLEASE FOLD IN TENN. TITLE CO. BOX