INSTALLMENT DEED

FROM: Avalyn Coleman Perry and
Mickie Perry Austin
TO: Alan T. Ross and wife,
Mayora Ross

BOOK 4269 PAGE 636

Address New Owners as follows:
Alan T. Ross and wife,
Mayora Ross
6105 Hickory Valley Road
Nashville, Tennessee 37205

Send Tax Bills to: Same

Map-Parcel Numbers
Map. 103-13
Par. 53
pd

This instrument prepared by:

Andrew Ewing, Atty.
Nashville Bank & Trust Bldg.
Nashville, Tenn.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $51,000.00.

Avalyn Coleman Perry
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 16th day of September, 1968.

Ruth I. Reeves
Notary Public

My comm. expires: 1-22-69

FOR AND IN CONSIDERATION of the sum of Fifty-one Thousand and 00/100 ($51,000.00) Dollars, of which Ten Thousand and 00/100 ($10,000.00) Dollars 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 assumed and do hereby assume the payment of the balance due and owing on the indebtedness secured by deed of trust executed by Mickie Perry Austin and husband, William R. Austin, Jr., and Avalyn Coleman Perry to Everett A.Covington, Jr., Trustee, of record in Book 3214, page 605, Register's Office for Davidson County, Tennessee, to secure to Security Federal Savings & Loan Association of Nashville, the payment of a note for Thirty-two Thousand and 00/100 ($32,000.00) Dollars, on which the balance due and owing, as of September 16, 1968, is Twenty-eight Thousand Twenty and 64/100 ($28,020.64) Dollars; and for the remainder of the consideration, the amount of Twelve Thousand, Nine Hundred Seventy-nine and 36/100 ($12,979.36) Dollars, Grantees have executed their joint and several promissory note, of even date herewith, payable to the order of Grantors as follows: Nine (9) semi-annual payments of One Thousand, Two Hundred Ninety-seven and 93/100 ($1,297.93) Dollars, together with interest on the unpaid principal balance at the rate of Six percentum (6%) per annum, and the entire balance on said note due and payable five years from date, and providing for payment of attorney's fees, and to secure the payment of said note, principal and interest, a lien is expressly retained on the land herein conveyed, Avalyn Coleman Perry and Mickie Perry Austin, hereinafter called the Grantors, have this day bargained and sold, and do hereby transfer and convey unto Alan T. Ross and wife, Mayora Ross, herein called Grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

> Being Lot No. 118 on the plan of Hillwood Estates, Section 7, as of record in book 2133, page 90, Register's Office for said County.
> Said Lot No. 118 fronts 225 feet on the easterly side of Hickory Valley Road, formerly West Hillwood Drive, and extends back 285.4 feet on the northerly line and 317.6 feet on the southerly line to a dead line, measuring 144.3 feet thereon.
> Being the same real property conveyed to Mickie Perry Austin and Avalyn Coleman Perry, by deed from Union Development Company, of record in Book 2400, page 377, said Register's Office.

Said conveyance is expressly subject to the following:

1. Taxes for the year 1968, which are to be prorated and payment therefor assumed by Grantees.

2. Deed of Trust executed by Mickie Perry Austin and husband, William R. Austin, Jr., and Avalyn Coleman Perry, to Everett A. Covington, Jr., Trustee, dated April 28, 1961, filed May 5, 1961, and recorded in Book 3214, page 605, Register's Office for Davidson County, Tennessee, to secure to Security Federal Savings & Loan Association of Nashville, the payment of a note for $32,000.00, payable as therein specified.

3. Ten-foot utility easement along rear of premises, 100-foot building setback line from Hickory Valley Road and conditions of owners certificate, as shown on plan of record in Book 2133, page 90, Register's Office for Davidson County, Tennessee.

4. Restrictive Covenants contained in deed of record in Book 2297, page 371, Register's Office for Davidson County, Tennessee.

Grantors hereby sell, assign and transfer to Grantees all of their right, title and interest in and to the escrow account held by Security Federal Savings & Loan Association of Nashville in connection with its mortgage on said property.

This is improved property, known as 6105 Hickory Valley Road, Nashville, Tennessee 37205.

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, except as above set out.

We further covenant and bind ourselves, our heirs and representatives, to warrant and foever 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 note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said note, as it matures, 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 Andrew Ewing, 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 full insurable value until the note herein secured is fully paid, and to have the loss, if any, made payable on the policy or polices to said Trustee for the benefit of the lawful owner and holder of said note, 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 note, 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 note aforesaid when due, according to its 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 part of said note, 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 note for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said note, 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 note, or any of said payments then past due and unpaid, all remaining part of said note shall become due and payable at once, without notice, and the said Trustee, or his sbccessor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, pu blished 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 puwchaser. 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 part of said note, 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 parts of the note 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 note, 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 16th day of September, 1968.

A 13407

IDENTIF. REFERENCE

SEP 18 9 39 AM '68

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

Avalyn Coleman Perry

Mickie Perry Austin

Grantors

Alan T. Ross

Mayora Ross

Grantees

SEP 18 CONV 51,000.00

SEP 18 S'TAX A* 132.60

SEP 18 MORT'G 12,979.36

SEP 18 S'TAX A* 11.00 total 148.60

SEP 18 PR'TEE A* Receipt

SEP 18 INDEXED 4.50

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Frank I. Lecuis, a Notary Public in and for said County and State, the within named Avalyn Coleman Perry and Mickie Perry Austin, and Alan T. Ross and wife, Mayora Ross, 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 16th day of September, 1968.

Frank I. Lecuis
Notary Public

My comm. expires:

4-22-69