INSTALLMENT DEED

BOOK 4281 PAGE 588

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Guy Edward Bates, Sr.	Guy Edward Bates, Sr	Map 66
(NAME:)	(NAME:)	Par. 71
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Joelton, Tennessee	Joelton, Tennessee	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	Cul

FOR AND IN CONSIDERATION OF the sum of TWELVE THOUSAND AND NO/100 ---------- ($12,000.00) ---------- DOLLARS of which $ 1.00 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 this date executed a note for $12,000.00. Said note is due and payable on the 1st day of September, 1973. Said note bears six per cent interest and to be paid semiannually.

hereby swear or affirm that the actual consideration or [illegible] for this transfer, whichever is greater is $12,000.00 C. B. Harris

Subscribed and sworn to before me this 25 day of Oct 1968

Deputy Register A. Guntry

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,

Fred Bates and wife, Donnie E. Bates

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

Guy Edward Bates, Sr. and wife, Clara Bates

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

certain real estate in Davidson County, Tennessee, as follows:

Tract One: A certain tract of land situated in the Fourteenth Civil District of Davidson County, State of Tennessee, described as follows: Beginning at an iron pin in the center of the Clarksville Road in the Town of Joelton, Tennessee, 157 feet from the northeast corner of M. Reding's ten-acre home tract; thence south 15 degrees 10 minutes West 90 feet to a stake; running thence parallel with the center line of the Clarksville Road North 74 degrees West, 60 feet to a stake; running thence north 15 degrees 10 minutes East, 90 feet to the center of the Clarksville Road; and running thence with the center of the line of said road South 74 degrees East 60 feet to the point of beginning; and being part of the tract of land conveyed by M. Reding and wife, Maggie N. Reding to the said Fred Bates by deed Registered in Book 996, Page 333, RODC.

Tract Two: Beginning at the north west corner of the tract of land belonging to Fred Bates, heretofore conveyed by us to him by our deed registered in book 996, page 333, in the Register's Office for Davidson County, Tennessee; running thence south 15 degrees 10 minutes west 90 feet to a stake at a point in the south west corner of the said Bates tract of land, heretofore conveyed to him; thence south 74 degrees east 60 feet to a stake; thence south 15 degrees, 10 minutes west 10 feet to a stake; thence north 74 degrees west 70 feet to a stake; thence north 15 degrees, 10 minutes east 100 feet to a point in the center of the Clarksville Road; thence south 74 degrees east 10 feet to the point of beginning; and being a part of the tract of land conveyed by M. Rding and wife, to Fred Bates by deed registered in Book 113, Page 610, RODC.

unimproved ( )
This is improved ( ) property, known as ---------- (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 J. F. Doty 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 13 day of Sept 19 68.

Clara Bates — Donnie E. Bates

OCT 25 68 CONV 12,000.00
~~OCT 25 68 MORT'G 12,000.00~~
OCT 25 68 S'TAX A* 31.20
OCT 25 68 S'TAX A* 10.00
OCT 25 68 PR'FEE A* .50
OCT 25 68 W'DEED A* 4.50 * 46.20

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, ~~J. F. Doty~~ F. O. Teasley, *a Notary Public in and for said County and State,* Fred Bates and wife, Donnie E. Bates and Guy Edward Bates, Sr., and wife, Clara Bates *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* 13 *day of* Sept, 19 68

F. O. Teasley *Notary Public*

Commission expires ~~2-25-72~~ Jan 29, 1969

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, ... *a Notary Public of the State and County aforesaid, personally appeared* ..... *with whom I am personally acquainted, and who, upon oath, acknowledged* ..... *self to be* ..... *of the* ..... *the within named bargainor, a corporation, and that* ..... *he as such* ..... *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* ..... *self as* .....

Witness my hand and seal, at office in ..... *this* ..... *day of* ....., *19* .....

..... *Notary Public*

Commission expires .....

Record First

INSTALLMENT DEED

FROM
FRED BATES, ET UX

TO
GUY EDWARD BATES, SR., ET UX

A 18495
IDENTIF. REFERENCE

OCT 25 10 45 AM '68
FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

Prepared by: J. F. Doty, Atty.
306 Stahlman Bldg.
Nashville, Tenn. 37201

Compliments of
GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE