New owners address
M. D. Neely
1508 Gigler St.
Nashville, Tennessee 37203

mail tax statement to:
M. D. Neely
1508 Gigler St.
Nashville, Tennessee 37203

Map 105-10
Par. 147

INSTALLMENT DEED

BOOK 4288 PAGE 748

For and in Consideration of the sum of EIGHT THOUSAND ($8,000.00) Dollars, of which TWO THOUSAND, SIX HUNDRED, SIXTY-SIX & 67/100 ($2,666.67) Dollars, has been paid in cash by M. D. NEELY AND WIFE, ALLIE T. NEELY the receipt of which is hereby acknowledged, and for the remainder FIVE THOUSAND, THREE HUNDRED, THIRTY-THREE & 33/100 ($5,333.33) Dollars, the said M. D. NELLY AND WIFE, ALLIE T. NEELY have this date executed their one promissory note of even date herewith in the principal sum of $5,333.33 payable to the order of Faye Flowers Head, a widow, and executed by M. D. Neely and wife, Allie T. Neely, and given as part of the purchase money on the hereinafter described property. Said note is payable in consecutive monthly installments of $59.22 each, including both principal and interest, interest being at the rate of 6% per annum. The first payment shall become due and payable on or before the 18th day of December, 1968; and thereafter said monthly payments shall continue as aforesaid until said note is fully paid. Payments when made will be credited first to the interest due; the balance will be credited to the amount of unpaid principal.

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, FAYE FLOWERS HEAD, A WIDOW,

have this day bargained and sold, and do hereby transfer and convey unto the said M. D. NEELY AND WIFE, ALLIE T. NEELY THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being part of Lots #108 and 111 on the Plan of Waverly Place as of record in Book 57, page 95, Register's Office for said County, described according to survey made by Hal R. Swann, Jr., Surveyor, December 17, 1949, as follows:

Beginning on the northerly margin of Benton Avenue, formerly Harewood Avenue, 60 feet East of the Southwest corner of Lot #111, being the southeast corner of a part of said Lot #111 conveyed to Samuel R. Owen by deed from Delaplaine Snodgrass of record in Book 607, page 458, said Register's Office; thence with the northerly margin of said Avenue easterly 68.8 feet to the southwest corner of a part of Lot 108 conveyed to Margaret C. Nottingham by deed from Delaplaine Snodgrass of record in Book 636, page 298, said Register's Office; thence with said Nottingham's westerly line northerly 178 feet, more or less, to the southerly margin of an alley, said point also being 10.1 feet east of the common northerly corner of Lots #108 and 111; thence with the southerly margin of said alley westerly 86.1 feet to the northeast corner of a part of said Lot 111 conveyed to Samuel R. Owen as aforesaid; thence with said Owen's easterly line southerly 170 feet, more or less, to the point of beginning.

Being the same property conveyed to George T. Head and wife, Faye Flowers Head, by deed from Lawrence R. Ramsey and wife, Lillie Mae Ramsey, as of record in Book 2652, page 397, Register's Office for said County.

**(The said George T. Head has since deceased and the said Faye Flowers Head has acquired the entire interest in said property as the surviving tenant by the entireties.)**

Improved: 820 Benton Avenue, Nashville, Tennessee

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said M. D. NEELY AND WIFE, ALLIE T. NEELY

heirs and assigns forever. I 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 M. D. NEELY AND WIFE, ALLIE T. NEELY ~~NEELY~~ ~~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 in hand paid, WE, the said M. D. NEELY AND WIFE, ALLIE T. NEELY

do hereby transfer and convey unto TOM G. COLEMAN, JR., 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 M. D. NEELY AND WIFE, ALLIE T. NEELY

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 INT. 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 M. D. NEELY AND WIFE, ALLIE T. NEELY 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 M. D. NEELY AND WIFE, ALLIE T. NEELY 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 TOM G. COLEMAN, JR., 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 M. D. NEELY AND WIFE, ALLIE T. NEELY and FAYE FLOWERS HEAD hereunto set our hands at NASHVILLE, Tennessee, this the 13th day of Nov. 1968

Faye F. Head

Allie T. Neely

STATE OF TENNESSEE
Davidson County

Personally appeared before me, J. E. Wells, a Notary Public in and for said County and State, the within named FAYE FLOWERS HEAD

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 13th day of NOV. 1968

Commission Expires 11/4/69 J. Wells, Notary Public

STATE OF TENN.
DAVIDSON County.

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within named M. D. NEELY AND WIFE, ALLIE T. NEELY

the bargainor, 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, TENN. this 13th day of NOV., 1968 [illegible], Notary Public

Commission Expires My Commission Expires MAY 10, 1972

STATE OF TENNESSEE
Davidson 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 purposes 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 office at _____ on this the _____ day of _____, 19____.

My commission expires _____

_____
Notary Public

| | | | | | | |
|---|---|---|---|---|---|---|
| NOV21 68 | CONV | *8,000.00 | | | | |
| NOV21 68 | MORT'G | *5,333.33 | | | | |
| NOV21 68 | S'TAX | | A* | 20.80 | | |
| NOV21 68 | S'TAX | | A* | 3.30 | | |
| NOV21 68 | PR'FEE | | A* | .50 | | |
| NOV21 68 | W'DEED | | A* | 6.00 | * | 30.60 |

MAIL TO: JIM STEVENS REALTY AUCTION
3937 GALLATIN RD. NASHVILLE, TENN.

# INSTALLMENT DEED

FROM

FAYE FLOWERS HEAD, A WIDOW

TO

M. D. NEELY ET UX

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

This Instrument Was Prepared By
TOM G. [illegible]
ATTORNEY AT LAW
[illegible]
NASHVILLE, TENNESSEE

FORM NO. WD-1

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ [illegible]

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE _____ DAY OF _____, 19[illegible]

Notary Public

MY COMMISSION EXPIRES: [illegible] Commission Expires MAY 10, 1972

(AFFIX SEAL)