BOOK 4302 PAGE 688 13W 1345

INSTALLMENT DEED

For and in Consideration of the sum of Sixty-Five Thousand Six Hundred and 24/100 - - - - - - - - - - - - - - - - ($65,600.24) - Dollars, of which Twenty-Three Thousand and no/100 - - - - - - - - - ($23,000.00) - - - - - - - Dollars, has been paid in cash by Oscar B. Felts and wife, Jean M. Felts, the receipt of which is hereby acknowledged, and for the remainder Forty-Two Thousand Six Hundred and 24/100 - - - - - - - - - - - - - - ($42,600.24) - - - - - - - - - - - - - - - - Dollars, the said Oscar B. Felts and wife, Jean M. Felts, have executed their one promissory note of even date herewith in the face amount of Forty-Two Thousand Six Hundred and 24/100 Dollars ($42,600.24) payable to the order of King Nash Motors, Inc. in monthly installments of Five Hundred Ninety-One and 67/100 Dollars ($591.67) each with the first installment due February 20, 1969, and a like installment due on the same day of each succeeding month,

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $ 65,600.24. Affiant Wm Thomas McHugh, Jr.
Subscribed and sworn to before me this 20 day of Jan 1969
Deputy Register D. Gentry

all of said notes bearing six per cent interest from ~~date~~ default 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, King Nash Motors, Inc., a Tennessee corporation,

~~has~~ does ~~have~~ this day bargained and sold, and ~~do~~ hereby transfer and convey unto the said Oscar B. Felts and wife, Jean M. Felts, their heirs and assigns,

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

"Land in Davidson County, Tennessee, being the westerly part of lot no. 126 on the Plan of Barrow Grove, as of record in Book S, Page 279 319, 612 and 697, Register's Office for said County, described according to a survey thereof made by James A. Hamilton, Jr., February 24, 1948, as follows:

"Said part of lot No. 126 fronts 60 feet on the easterly side of Sixth Avenue South, formerly South High Street and runs back 135.5 feet, more or less on the northerly line and 185.5 feet, more or less on the southerly line to the southwesterly margin of LaFayette Street measuring 78.4 feet, more of less thereon."

Being the same property conveyed to King Nash Motors, Inc., by deed from Mary Paul Sweaney and husband, of record in Book 2139, Page 243, Register's Office for Davidson County, Tennessee.

New Owner
Oscar B. Felts et ux
6427 Charlotte Rd. Circle
Nashville, Tenn. 37209

Tax Bill
Same

This instrument prepared by Wm Thomas McHugh, Attorney
1406 Nashville Bank & Trust Building
Nashville, Tennessee 37201

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Oscar B. Felts and wife, Jean M. Felts, their heirs and assigns forever it does covenant that it is 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 for taxes for 1969, not yet due and payable but pro rated to date hereof. (Parcel No.13W-13915 It does further covenant and bind itself and its successors heirs and representatives, to warrant and forever defend the title to said real estate to said Oscar B. Felts and wife, Jean M. Felts, 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 Oscar B. Felts and wife, Jean M. Felts,

do 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.

We, the said Oscar B. Felts and wife, Jean M. Felts,

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 $ 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.

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 Oscar B. Felts and wife, Jean M. Felts, 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 Oscar B. Felts and wife, Jean M. Felts, their 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 King Nash Motors, Inc. have caused this instrument to be executed by its duly authorized officer and Oscar B. Felts and wife, Jean M. Felts, their hereunto set ~~their~~ hands at Nashville, Tennessee, this the 2nd day of January 19 69

KING NASH MOTORS, INC.

By Houston King
President

Oscar B. Felts

Jean M. Felts

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Ruth Lamb, a Notary Public in and for said County and State, the within named Oscar B. Felts and wife, Jean M. Felts,

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 2nd day of January, 19 69

Commission Expires April 18, 1971

Ruth Lamb, Notary Public.

STATE OF _____
_____ County.

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

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 _____

STATE OF TENNESSEE
Davidson County

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Before me, [illegible], a Notary Public within and for the State and County aforesaid, personally appeared [illegible], with whom I am personally acquainted and who upon (his oath) acknowledged (himself) to be the President of the King Nash Motors, Inc. the within named bargainor, a corporation, and that (he) as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said [illegible] as such President.

Witness my hand and official seal at office at Nashville, Tennessee on this the 2nd day of January, 1969

My commission expires April 15, 1971

[illegible]
Notary Public

INSTALLMENT DEED

FROM
KING NASH MOTORS, INC.

TO
OSCAR B. FELTS, ET UX

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

A 27317

IDENTIF. REFERENCE

JAN 20 8 45 AM '69
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

JAN 20 69	CONV	65,600.24		
JAN 20 69	MORT'G	43,600.24		
JAN 20 69	S'TAX		A* 170.56	
JAN 20 69	S'TAX		A* 40.60	
JAN 20 69	PR'FEE		A* .50	
JAN 20 69	W'DEED		A* 6.00	* 217.66

TOOLEY CO - NASHVILLE