This Instrument Was Prepared By
REAU E. FOLK, JR., Attorney
Stahlman Bldg., Nashville, Tenn.

Installment Deed

TTC 210862

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James Thomas Hamsley (NAME)	New Owners (NAME)	Map 51-16
1104 Gallatin Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Field Book Nos.
Nashville, Tennessee 37206 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	11D-68475, Par. 8

11D-68480, 68500, 68505, 68510, 68515, 68520, 68525 & 68530.

FOR AND IN CONSIDERATION of the sum of EIGHTEEN THOUSAND ($18,000.00) *Dollars,*

of which EIGHT THOUSAND ($8,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder TEN THOUSAND ($10,000.00) *Dollars,*

James Thomas Hamsley *has executed* his one promissory note, of even date herewith, in the principal sum of $10,000.00, payable to the order of Earl Hawkins in monthly installments of $202.77 each, to be applied first to interest at 8% per annum and then to the reduction of principal, beginning July 27, 1969, and continuing on the same day of each succeeding month until the total of principal and accrued interest is paid,

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, I, EARL HAWKINS, UNMARRIED,

have this day bargained and sold, and do hereby transfer and convey unto the said JAMES THOMAS HAMSLEY,

his (~~heirs~~), *heirs and assigns,*

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

Being part of Lot No. 34, and all of Lots Nos. 35, 36, 37, 38, 39, and 40 on the Map of Andrew Jackson's Addition to Montague Park, as of record in Book 547, pages 83 and 84, Register's Office for said County, and part of the Old Haysboro Park Lot on the Plan of Montague Park, as of record in Book 421, page 141, said Register's Office, being Lots Nos. 1, 2 and a part of the southerly part of Lot No. 3 on the unrecorded subdivision of said Haysboro Park Lot, described altogether from a copy of a survey made by George W. Watkins, Surveyor, dated September 29, 1959, as follows:

Beginning at the southwest corner of Beach Avenue and Fernbank Drive; thence with the southwesterly margin of Beach Avenue, 113 feet, more or less, to the easterly margin of a rock wall; thence southwesterly along the easterly margin of said wall, a distance of 190 feet, more or less to a point in the northerly margin of Indian Trail, said point being in the front line of Lot No. 34, and being easterly 6.4 feet, more or less, from the southwest corner of Lot 34 on Andrew Jacksons Addition, of record as aforesaid; thence easterly along said margin of said Indian Trail, a distance of 280 feet, more or less, to the southeast corner of Lot No. 40;

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }
The actual consideration or value whichever is greater for this transfer is $18,000.00
James Thomas Hamsley
Affiant
Subscribed and sworn to before me, this the 27th day of June, 1969
Reau E. Folk Jr
Notary Public
My commission expires July 26, 1970
(Affix Seal)

thence north 29° 20' east along the easterly line of Lot 40 and said line extended a distance of 30 feet to the northerly line of a strip 2 feet wide reserved out of Montague Park Subdivision; thence north 6° west, 252 feet to the point of beginning at the southwest corner of Beach Avenue and Fernbank Drive.

Being the same property conveyed to Earl Hawkins, by deed from Philip M. Howse, Jr., a widower, of record in Book 4270, page 210, Register's Office for said County.

This conveyance is made subject to: (1) a permanent easement and right of way to construct a water line across Lots 37 and 1 to Madison Surburban Utility District of record in Book 2963, page 277; (2) right of way or easement to construct water main across Lot 1 to Madison Water Company of record in Book 701, page 709; (3) an easement for water main to Lakewood Water Company from Madison Water Company of record in Book 724, page 250; (4) an easement for power line crossing Lots 36, 1 and 2 as shown on the survey made by George W. Watkins, Surveyor, dated September 29, 1959; and (5) an easement for sanitary sewers and/or storm drainage of record in Book 4288, page 292, all in said Register's Office.

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

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James Thomas Hamsley his [redacted], *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,* except for 1969 Metro taxes, which have been prorated and assumed by the Buyer.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* James Thomas Hamsley his [redacted], *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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said James Thomas Hamsley *hereinafter referred to as trustors, hereby transfer and convey unto* Oscar Capps, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $....., or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 27th *day of* June, *19*69.

Earl Hawkins

James Thomas Hamsley

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Reau E. Folk, Jr., *a Notary Public in and for said County and State,* Earl Hawkins, unmarried, and James Thomas Hamsley *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* 27th *day of* June, *19*69

Reau E. Folk Jr. *Notary Public*

Commission expires July 26, 1970

STATE OF.....
COUNTY OF.....

Personally appeared before me, ..., a Notary Public in and for said County and State, ...

the within named 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 }
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.....

JUN30 69	CONV	18,000.00			
JUN30 69	MORT	10,000.00			
JUN30 69 ST TAX			C*	46.80	
JUN30 69 CO TAX			C*	8.00	
JUN30 69 RECFEE			C*	.50	
JUN30 69	MDEED		C*	6.00	* 61.30

INSTALLMENT DEED
REF: bs

FROM
EARL HAWKINS, unmarried

TO
JAMES THOMAS HAMSLEY

A 46033

IDENTIF. REFERENCE

JUN 30 11 48 AM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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

File; Rogers Farm