Map 6-C-12
Pcl. 143-144-145 in

INSTALLMENT DEED

For and in Consideration of the sum of TWO THOUSAND FIVE HUNDRED and No/100 ($2,500.00) Dollars, of which ONE THOUSAND TWO HUNDRED FIFTY and No/100 ($1,250.00) Dollars, has been paid in cash by Dale Harbison and wife, Mildred Harbison, the receipt of which is hereby acknowledged, and for the remainder ONE THOUSAND TWO HUNDRED FIFTY and No/100 ($1,250.00) Dollars, the said Dale Harbison and wife, Mildred Harbison, have executed their one promissory note of even date herewith payable to the order of James C. Barrett and wife, Louise B. Barrett, in 24 monthly installments as follows: 23 installments in the sum of $58.33 each beginning September 8, 1969, and a final installment for $58.41, said installments include principal and interest at the rate of 6% per annum computed on the original principal sum for the period of two years, said payments to be applied first to payment of interest and balance to be applied to principal until paid in full,

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, we, JAMES C. BARRETT and wife, LOUISE B. BARRETT,

have this day bargained and sold, and do hereby transfer and convey unto the said DALE HARBISON and wife, MILDRED HARBISON, their heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: Being parts of Lots Nos. 11 and 12 on the Final Plan of Joywood Heights, Section III, described according to a survey made by W. W. Turner Company, Engineers, January 15, 1948, and more particularly described according to a survey made by Stephen A. Draper, Surveyor, March 23, 1965, as follows:

TRACT I: Beginning on the southeasterly margin of Jones Avenue, as relocated, at the northeast corner of the property conveyed to Dale Harbison et ux, by deed of record in Book 3277, page 138, Register's Office for said County; thence with the easterly line of said property, south 26 deg. 45 min. east 152 feet, more or less, to a point; thence north 56 deg. 30 min. east 228.4 feet to an old iron pin in the westerly line D. H. Thompson property; thence with said line north 6 deg. east 80 feet to a point; thence north 83 deg. 30 min. west 106 feet to a point in the southeasterly margin of Jones Avenue, proposed, thence with the margin of same, south 63 deg. 15 min. west 180.8 feet to the point of beginning.

TRACT II: Beginning at a point in the northwesterly margin of Jones Avenue, proposed which point is located in the westerly line of the D. H. Thompson property 197.2 feet north 83 deg. 30 min. west of the northeast corner of the property conveyed to James C. Barrett et ux, by deed of record in Book 2145, page 424, said Register's Office; thence with Thompson's line north 83 deg. 30 min. west 305 feet to a point in the easterly margin of Hart Avenue; thence with the margin of the same southeastwardly 148 feet to a point; thence eastwardly around a curve with a radius of 25 feet, 39.3 feet to a point in the northwesterly margin of said Jones Avenue; thence north 63 deg 15 min. east 196 feet to the point of beginning.

Being part of the same property conveyed to James C. Barret and wife, by deed from Sam M. Outlaw and wife, of record in Book 2145, page 424, Register's Office for Davidson County, Tennessee.

This is unimproved (X) property, know as _____ (House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Dale Harbison and wife, Mildred Harbison, 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 1969 property taxes which are prorated.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Dale Harbison and wife, Mildred Harbison, 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 Dale Harbison and wife, Mildred Harbison

do hereby transfer and convey unto John B. Henry, 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 Dale Harbison and wife, Mildred Harbison,

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 value 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 Dale Harbison and wife, Mildred Harbison 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; or if 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 Dale Harbison and wife, Mildred Harbison, 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 John B. Henry, 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 James C. Barrett and wife, Louise B. Barrett, and Dale Harbison and wife, Mildred Harbison, hereunto set our hands at Nashville, Tennessee, this the 8th day of August 1969

James C. Barrett

Louise B. Barrett

Dale Harbison

Mildred Harbison

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Judith E. Perry, a Notary Public in and for said County and State, the within named James C. Barrett and wife, Louise B. Barrett, and Dale Harbison and wife, Mildred Harbison

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 8th day of August, 1969

Judith E Perry, Notary Public.

Commission Expires 2-7-73

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 }
COUNTY OF DAVIDSON }

BOOK 4356 PAGE 938

Before me, , a Notary Public of the State and

County aforesaid, personally appeared ,

with whom I 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 .

(over for additional acknowledgements)

AUG 12	CONV	*2,500.00				
AUG 12	MORT'G	*1,250.00				
AUG 12	RE'G TAX		A*	6.50		
AUG 12	RE'G FEE		A*	.50		
AUG 12	DEED		A*	6.00	*	13.00

INSTALLMENT DEED

FROM
James C. Barrett et ux

TO
Dale Harbison et ux

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

A 50538

IDENTIF. REFERENCE

AUG 12 11 03 AM '63
FELIX A. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Dale Harbison et ux (NAME)	Dale Harbison et ux (NAME)	
2909 Jones Avenue (STREET ADDRESS OR ROUTE NUMBER)	2909 Jones Avenue (STREET ADDRESS)	
Nashville, Tenn. 37207 (CITY) (STATE) (P. O. ZIP)	Nashville, Tenn. 37207 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

John B. Henry, Attorney
925 Stahlman Building
Nashville, Tenn. 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 2,500.00
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF August 1963

Notary Public

MY COMMISSION EXPIRES: