TBH:jw 9/12/69

This instrument prepared by Tyree B. Harris, Nashville Trust Building, Nashville, Tennessee.

INSTALLMENT DEED

ADDRESS NEW OWNER AS FOLLOWS:

Annie Mae Hamm
3901 Milford Avenue
Nashville, Tennessee

SEND TAX BILLS TO:

Same

Map 69-3
Par. 40

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For and in consideration of the sum of Five Thousand Two Hundred ($5,200.00) Dollars, of which Two Thousand ($2,000.00) Dollars has been paid in cash, receipt of which is hereby acknowledged and for the remainder Three Thousand Two Hundred ($3,200.00) Dollars, Annie Mae Hamm has executed her promissory note of even date herewith, payable Two Hundred Seventy-Five and 42/100 ($275.42) Dollars one month from date hereof and a like amount on the same day of each succeeding month for a period of twelve (12) months, which payments include interest at the rate of six per cent (6%) per annum; said note further providing that in the event any installment is not paid when due the holder thereof may declare the entire balance immediately due, owing and unpaid; and further providing for the payment of attorney's fees; and to secure the payment of said indebtedness, principal, interest and attorney's fees a lien is expressly retained on the land herein conveyed, I, Lola B. Anderson, surviving widow of Lester C. Anderson, have this day bargained and sold, and do hereby transfer and convey unto the said Annie Mae Hamm, her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

> Land in Davidson County, Tennessee, being the easterly part of Lot No. 22 of Block "GG" on the Revised Plan of Fairview Subdivision of record in Book 1130, page 54, Register's Office for said County.
>
> Said part of said lot fronts 82.6 feet on the west side of Milford Road and extends back between lines, 146 feet on the north line and 146.9 feet on the south line to a dead line in the rear on which it measures 100 feet more or less.
>
> Being the same property conveyed to Lester C. Anderson and wife by deed from Richard Marshall, Trustee, of record in Book 3882, page 859, R.O.D.C., Tennessee.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration of value whichever is greater, for this transfer is $5,200.00.

Subscribed and sworn to before me this 8 day of Oct., 1969.

Annie Mae Hamm
Affiant

Notary Public

My commission expires: Nov. 12, 1969.

This is improved property known as 3901 Milford Avenue, Nashville, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Annie Mae Hamm, her heirs and assigns forever.

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 Annie Mae Hamm, an unmarried woman, hereinafter referred to as Trustor, hereby transfers and conveys unto Tyree B. Harris, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustor agrees 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 $3,000.00, 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.

Trustor further agrees 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 trustor 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 trustor 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, trustor fails 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 trustor, her 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 trust 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.

Witness our hands this 17th day of September, 1969.

Lola B. Anderson

Annie MacHenry

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Herbert L. Harper, a Notary Public in and for said County and State, Lola B Anderson the within named bargainor, with whom I am personally acquainted, and who acknowledged that She executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 17 day of September, 1969.

Herbert L. Harper
Notary Public

HERBERT L. HARPER NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My commission expires: 1-11-71

Oct. 969 CO. 5,200.00
Oct. 969 MO. 3,200.00
Oct. 969 ST A 13.52
Oct. 969 SI A 1.20
Oct. 969 PF A .50
Oct. 969 WD. -5A 900 * 24.22

STATE OF TENNESSEE)

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COUNTY OF DAVIDSON)

Personally appeared before me, Janel Williams, a Notary Public in and for said County and State, Annie Mae Hamm, the within named 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 8 day of October, 1969.

Janel Williams
Notary Public

My commission expires: Nov. 14 1969.

A 56916

IDENTIF. REFERENCE

OCT 9 2 11 PM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.