Prepared by: W. D. Deweese
Elm Hill Pike
NASHVILLE, TENN

Address New Owner: James H. Benzley
2512 Elm Hill Pike

Send Tax Bill: SAME

FORM 1008

INSTALLMENT DEED — TENNESSEE TITLE COMPANY BOOK 4376 PAGE 362

Map. 95-15
Pcl. 13pw

FOR AND IN CONSIDERATION OF the sum of Twelve Thousand Dollars **DOLLARS**

of which $ 750.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees will pay the balance of $11,250.00 at 4½% simple interest secured by notes on dates and amounts as listed, Including; Int.

Due	July 1, 1966	$1,006.25	Due	July 1, 1982	$ 999.00
"	July 1, 1969	963.75	"	July 1, 1983	1,008.50
"	July 1, 1970	961.25	"	July 1, 1984	365.75
"	July 1, 1971	966.75			
"	July 1, 1972	964.00			
"	July 1, 1973	969.00			
"	July 1, 1974	962.25			
"	July 1, 1975	985.25			
"	July 1, 1976	1,003.50			
"	July 1, 1977	974.50			
"	July 1, 1978	993.00			
"	July 1, 1979	1,009.25			
"	July 1, 1980	973.25			
"	July 1, 1981	997.25			

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, W. G. Deweese & Wife, Katheryn Deweese

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto James H. Benzley, Jr & wife, Mary Lou Benzley.

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Land in the 3rd. Civil District of Davidson County, Tenn. described according to a survey by George W. Watkins, Surveyor, dated March 12, 1949 as follows: Beginning at a point in the center line of Elm Hill Pike, at the southeast corner of the tract conveyed to Herbert Benton Jenkins, et ux by deed of record in Book 2664, Page 313, Register's Office for said County thence along their line and the line of the tract conveyed to them in deed of record in Book 1052, Page 617, said Register's Office as follows North 6 15' West 37 feet; North 17 15' East 141.5 feet; North 62 30' West 25 feet; North 6 15' East 249 feet, more or less; thence North 62 30' west 25 feet to said Herbert Benton Jenkins' northwest corner and the northeast corner of a one acre tract; thence along the north line of said one acre tract, north 62 30' west 152 feet to a point; thence with an old stone wall and fence line north 2 30' west 111.0 feet to a stake; north 76 45' east 32.0 feet to a stone; thence along a fence south 62 30' east 335.5 feet to a point; thence south06 15' west 573.5 feet to the center line of Elm Hill Pike; thence with the center line of the same north 71 30' west 137.0 feet; north 73 45' west 30 feet, more or less, to the point of beginning, (improved & known as 2512-Elm Hill Pike, Donelson, Tenn.) Being part of the property conveyed to W. G. Deweese and wife, Katheryn Deweese, by deed from Viola A. Smith, Single, of record in Book 1710, page 55, & re-recorded in Book 1727, page 77 Register's Office.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto 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 grantees 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 $ 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 interest 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 grantees, 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 3 day of July 1969

James H Beazley Jr — W L Dewease
Mary Lou Beazley — Katherine Dewease

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $22500.00; Affiant James H Beazley Jr
Subscribed and sworn to before me this 30th day of Oct. 1969
Deputy Register Y. Bardy

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within named James H Beazley Jr. Mary Lou Beazley W L Dewease Katherine Dewease 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 this 3rd day of July 1969

Commission Expires My Commission Expires AUGUST 3, 1970 Notary Public

STATE OF _____
_____ 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 purpose 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 on this the _____ day of _____, 19____

My commission expires _____ Notary Public

OCT31'69 CONV 22,500.00
OCT31'69 MORT'G 11,250.00
OCT31'69 ST TAX B* 58.50
OCT31'69 ST TAX B* 9.20
OCT31'69 RFEE B* .50
OCT31'69 W'DEED B* 3.00 * 71.20

INSTALLMENT DEED

FROM
W. G. Dewease and Wife

Katherine Dewease

TO
James H. Beazley, Jr. and Wife

Mary Lou Beazley

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record this _____ day of _____ A. D. 19____
at _____ o'clock _____ M.,
Noted in Book _____ Page _____
Recorded in Book A 5012 Page 92
Recording Fee $ 1.00
County Register
By _____ Dept. Reg.

IDENTIF. REFERENCE
Published by
OCT 31 2 02 PM '69
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

TENNESSEE TITLE COMPANY
Nashville, Tenn.
Zone Office
LAWYERS TITLE INSURANCE CORPORATION
of Richmond, Virginia