This instrument prepared by:
Porter & Spann Attorneys, 310 Philfre Ct. Bldg., Nashville, Tennessee

INSTALLMENT DEED

BOOK 4378 PAGE 359 Map 120-5 Par. 65

For and in Consideration of the sum of Fifteen thousand, six hundred and thirty one dollars and twenty three cents ($15,631.23) Dollars,

of which Eight hundred ($800.00) Dollars,

has been paid in cash by Bennie R. Galyon and wife, Vera B. Galyon

the receipt of which is hereby acknowledged, and for the remainder Fourteen thousand, eight hundred and thirty one dollars and twenty three cents. ($14,831.23) Dollars,

the said Bennie R. Galyon and wife, Vera B. Galyon have

assumed a first mortgage of $11,831.23 held by Kimbrough-Kavanaugh and Associates, Nashville, Tennessee and executed their note of even date in the principal amount of $3,000.00 payable in three (3) installments of $1,000.00 each plus interest 7% per annum, first installment and interest payment due November 1, 1970.

NEW OWNER:
Bennie R Galyon Jr
2640 Ravine Dr.
Nash, Tenn. 37217.

Tax Bills
Same

all of said notes bearing ~~six~~ seven 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, J. Arthur Spann and wife, Lena Locke Spann

have this day bargained and sold, and do hereby transfer and convey unto the said Bennie R. Galyon and wife, Vera B. Galyon heirs and assigns,

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

Land in Davidson County, Tennessee, being Lot No. 125 on the Plan of Glengarry Park Subdivision, Section I, as of record in Plan Book 2663, page 72, Register's Office for said County.

Said Lot 125 fronts 75.0 feet on the northwesterly side of Glengarry Drive and runs 212.0 feet on the northeasterly side and 249.8 feet on the southwesterly side, which line is a broken line, to a dead line in the rear on which it measures 41.0 feet.

Being the same property conveyed to J. Arthur Spann by deed from Clifton E. Kerr, Sr., and wife, Hazel M. Kerr, as of record in Book 4105, page 515, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to all restrictive covenants, easements, and setback lines that are applicable to the above described property.

Lena Locke Spann wife of J. Arthur Spann, in signing this deed of conveyance hereby releases any and all claims, including her rights of dower and homestead, which she may have against the property described herein.

[illegible] the actual consideration
[illegible] is $15,631.23 Bennie R. Galyon
[illegible] me this 10 day of Nov 1969
[illegible] Register J. Franklin

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Bennie R. Galyon and wife, Vera B. Galyon, their heirs and assigns forever we covenant that 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 said real estate to said Bennie R. Galyon and wife, Vera B. Galyon, 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 him in hand paid, we, the said Bennie R. Galyon and wife, Vera B. Galyon do hereby transfer and convey unto Robert F. Spann, 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 Bennie R. Galyon and wife, Vera B. Galyon 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 Interest 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 Bennie R. Galyon and wife, Vera B. Galyon 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; 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 Bennie R. Galyon and wife, Vera B. Galyon 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 Robert F. Spann, 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 J. Arthur Spann and wife, Lena Locke Spann and Bennie R. Galyon and wife, Vera B. Galyon hereunto set our hands at Nashville, Tennessee, this the 30 day of Oct 1969

J. Arthur Spann
Lena Locke Spann
Bennie R. Galyon
Vera B. Galyon

NOV 10 69	CONV	15,631.23			
NOV 10 69	MORT'G	*3,000.00			
~~NOV 10 69 S'TAX~~			~~B*~~	~~40.56~~	
NOV 10 69 S'TAX			B*	1.00	
STATE OF TENNESSEE NOV 10 69 PR'FEE			B*	.50	
Davidson County NOV 10 69	W'DEED		B*	4.50	* 46.56

Personally appeared before me, Jill Mann, a Notary Public in and for said County and State, the within named Bennie Galyon & wife Vera B. Galyon, J. Arthur Spann & wife Lena Locke Spann

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 Tennessee, this 30 day of Oct, 1969

Jill Mann, Notary Public

Commission Expires 10 May 1972

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

Expires _____

IDENTIFICATION REFERENCE
NOV 10 12 37 PM 1969
REGISTER'S OFFICE
DAVIDSON COUNTY, TENN.

46007