BOOK 4387 PAGE 663 Map 69-2

INSTALLMENT DEED---TENNESSEE TITLE COMPANY Par. 2 M-0

PARCEL NO. 13D-26590

FOR AND IN CONSIDERATION OF the sum of Six-Thousand ($6,000.00) DOLLARS

of which $ 2,000.00, has been paid in cash by the grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee this day, executed their Note payable to Mose J. Davie in sixty (60) equally monthly installments of Seventy-Seven ($77.34) Dollars and Thirty-Four Cents. The first installment payment shall be due and payable January 2, 1970, and a similiar payment of Seventy-Seven ($77.34) Dollars and Thirty-Four Cents on the same day of each successive month thereafter, until the balance is paid in full. Said installment payments shall include interest at the rate of six per cent (6%) per annum.

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $ 6000.00. Affiant A. C. Walker

Subscribed and sworn to before me this 19 day of Dec 1969

Deputy Register L Rumble

DEC 19 68	CONV	*6,000.00		
DEC 19 68	MORT'G	*4,000.00		
DEC 19 68	S'TAX		A* 15.60	
DEC 19 68	S'TAX		A* 2.00	
DEC 19 68	PR'FEE		A* .50	
DEC 19 68			A* 3.00	* 21.10

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 described, by Mose J. Davie

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto the said Henry C. Prowell and wife, Minnie M. Prowell, as tenants by the entirety.

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: to-wit:

Land in Davidson County, Tennessee, being Lot No. 30 on the Plan of Enchanted Hills, Section 1, as of record in Book 3300, page 96, Register's Office for said County.

Said Lot No. 30 fronts 92.59 feet on the northerly margin of Drakes Branch Road and runs back between lines, the easterly line being 281.71 feet and the westerly line being 340.0 feet to a line in the rear measuring 118.93 feet thereon.

Being the same property conveyed to Mose J. Davie by deed from N. H. Barker and H. H. Chitwood as of record in Book 3762, page 528, R. O. D. C. Tennessee.

Said property is unimproved. Send all tax statements to Mr. Henry C. Prowell and wife, Mrs. Minnie M. Prowell, 12905 Woodside Road, Cleveland, Ohio.

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

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 unincumbered.

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 tendering 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 A. C. Walker, Trustee 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 or lend the sum or sums so expended as part of the indebtedness secured herein, 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 tenor, 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 recitals may be 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 fail, 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 the grantors 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 2nd day of December 1969.

Henry C. Prowell

Minnie M. Prowell

Mose J. Davie

This deed was prepared by
Irvin H. Kilcrease, Jr., Attorney
1026 - 4th Avenue, North
Nashville, Tennessee 37219

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

STATE OF OHIO
COUNTY OF CUYAHOGA

Personally appeared before me, Lela F. Brooker, a Notary Public in and for said County and State, the within named Henry C. Prowell and wife, Minnie M. Prowell the 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 Cleveland, Ohio this 2nd day of December 1969

LELA F. BROOKER
Notary Public for the Cuyahoga County
My Commission Expires Mar. 18, 1973

Commission Expires ____ Lela F. Brooker, Notary Public.

STATE OF TENNESSEE
DAVIDSON County

Before me, Irvin H. Kilcrease, Jr., a Notary Public within the State and County aforesaid, personally appeared Mose J. Davie and ____ with whom I am personally acquainted and who upon { his oath } acknowledged { himself } the within named bargainor, that { he } executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and official seal at Nashville, Tennessee on this the 2nd day of December, 1969

My commission expires April 26, 1972.

Irvin H. Kilcrease, Jr.
Notary Public

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM
MOSE J. DAVIE

TO
HENRY C. PROWELL and wife, MINNIE M. PROWELL

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 ____ Page ____
Recording Fee ____
County Register
By ____ Dept. Reg.

A 6 4 0 9 1

IDENTIF. REFERENCE

DEC 19 2 38 PM '69
FELIX Z. WALSH, REGISTER
DAVIDSON COUNTY, TENN.

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