MAIL TAX NOTICES TO NEW OWNERS:
FOX DEBT LIQUIDATION SERVICE, INC.
456 Moss Trail
Goodlettsville, Tenn. 37072

BOOK 4390 PAGE 516 Map. 26-9 Par. 39 FW

Installment Deed

FOR AND IN CONSIDERATION of the sum of ---- Thirty Thousand and No/100 -----

($30,000.00) ---------- *Dollars,*

of which ---- Five Thousand and No/100 -----

($5,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Twenty Five Thousand and No/100

($25,000.00) ---------- *Dollars,*

FOX DEBT LIQUIDATION SERVICES, INC. *has executed*

its note of even date made payable to CHARLES V. BABB and Wife ANNIE N. BABB, in said amount, payable $201.40 monthly beginning April 1, 1970, with interest at 7½% to start March 20, 1970

This instrument prepared by
JOHNSON & EDWARDS
ATTORNEYS AT LAW
303 3rd AVENUE, NORTH
NASHVILLE, TENNESSEE 37201

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, CHARLES V. BABB and Wife ANNIE N. BABB

have this day bargained and sold, and do hereby transfer and convey unto the said FOX DEBT LIQUIDATION SERVICES, INC., ~~their~~ its *(successors), heirs and assigns, certain real estate in* Davidson *County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being Lot No. 41 on the Map of Goodlettsville Heights, Section No. 2, ad of record in Book 1424, pages 120, and 121, Register's Office for said County, described as follows:

BEGINNING on the northwesterly margin of Moss Trail at the corner of Lots Nos. 41 and 42; thence with the line between said two lots, northwestwardly 111.7 feet; thence westwardly 350 feet to the easterly line of a 13.41 acre tract; thence with said tract, southwardly 115 feet to the corner of Lots Nos. 40 and 41; thence withhthe line between said two lots, eastwardly 350 feet; thence southeastwardly 25.6 feet to the northwesterly margin of Moss Trail Road; thence with said Road, northeastwardly 100 feet to the beginning.

Being the same property conveyed to Charles V. Babb and wife, AnnieN. Babb, by deed from Arthur Wilkins and wife, of record in Book 1906, page 593, Register's Office for Davidson County, Tennessee.

Included in the above description, but expressly excluded therefrom, is the following described property deeded to the State of Tennessee by deed of record in Book 4113, page 167, said Register's Office:

Land in Davidson County, Tennessee, being part of Lot No. 41 on the Map of Goodlettsville Heights, Section Two, as of record in Book 1424, pages 120 and 121, Register's Office for said County.

Beginning at a point in Charles V. Babb's southeast property corner, said point being also in Bud Frey's northeast property corner; thence running northwest 25 feet, more or less, along Babb's southerly boundary line to a point; thence running westerly 50

feet, more or less, along Babb's southerly boundary line to a point; thence running northerly 75 feet, more or less, to a point; thence running northeast 45 feet, more or less, to a point on Babb's northerly boundary line; thence running southeast 110 feet, more or less, along Babb's northerly boundary line to a point; thence running southwest 100 feet, more or less, around a curve to the left back to the point of beginning, containing 0.22 acres.

This is improved property located at 456 Moss Trail, Goodlettsville, Tenn.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto, belonging, to the said FOX DEBT LIQUIDATION SERVICES, INC. ITS *(successors), 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 for the above mentioned loan,

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* FOX DEBT LIQUIDATION SERVICE, INC. *(successors)* ~~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 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 FOX DEBT LIQUIDATION SERVICE, INC. *hereinafter referred to as trustors, hereby transfer and convey unto* E. L. Edwards, Jr. *, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $ Actual value *, 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.*

Trustors further agree 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 trustors 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 trustors 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, trustors fail 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 trustors, their 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 trusts 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.*

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 2nd *day of* Jan., *19*70.

X Charles V. Babb
Charles V. Babb

Annie N. Babb
Annie N. Babb

Fox Debt Liquidation Service, Inc.

BY: Fay P. Fox
Fay P. Fox , President

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned *, a Notary Public in and for said County and State,* CHARLES V. BABB & wife ANNIE N. BABB

the within named 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 Goodlettsville, Tennessee *this* 2nd *day of* Jan., *19*70.

Commission expires 12-7-70

Notary Public

STATE OF _____

COUNTY OF _____

Personally appeared before me, _____, *a Notary Public in and for said County and State,* _____

_____

_____

the within named 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 _____

A65438

IDENTIF. REFERENCE T

JAN 8 9 50 AM '70

FRANK Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* FAY P. FOX, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Fox Debt Liquidation Service, Inc., *the within named bargainor, a corporation, and that* he *as such* President, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* himself *as* President.

Witness my hand and seal, at office in Goodlettsville, Tenn., *this* 2nd *day of* January, 1970.

Commission expires 12-7-70

_____ *Notary Public*

JAN-8	CONV	30,000.00			
JAN-8	MORT'G	25,000.00			
JAN-8	S'TAX		A*	78.00	
JAN-8	S'TAX		A*	23.00	
JAN-8	PR'FEE		A*	.50	
JAN-8	W'DEED		A*	6.00	* 107.50

INSTALLMENT DEED

FROM CHARLES V. BABB, et ux

TO FOX DEBT LIQUIDATION INC.

The actual consideration or value whichever is greater for this transfer is $30,000.00

_____

Sworn to and subscribed befire me, the 2nd day of January, 1970

_____ Notary Public

Compliments of
Madison Title Company
MADISON, TENNESSEE
Representing
Southern Title Insurance Company
4277 Lyons View Pike
KNOXVILLE, TENNESSEE

Mail: Thomson Realty Co. 106 Memorial Dr. Goodlettsville, Tenn.