BOOK 1633 PAGE 673 MAP 53-14 PARCELS 92, 94, 95

INSTALLMENT DEED

For and in Consideration of the sum of Six Thousand & No/100 - ($6,000.00) - - - - - - - - - - - - - - Dollars,

of which One Thousand & No/100 - Dollars,

has been paid in cash by Oliver L. Maize and wife, Patricia K. Maize

the receipt of which is hereby acknowledged, and for the remainder Five Thousand & No/100 - ($5,000.00) - - - - - - - - - - - - Dollars,

the said Oliver L. Maize and wife, Patricia K. Maize have

executed a promissory note of even date herewith payable in sixty consecutive monthly installments of $101.39 beginning October 1st, 1972. Payments include interest at the rate of 8% per annum.

SEP-1?? CONV *6,000.00
SEP-1?? MORT'G *5,000.00
8 SEP-1?? S'TAX A* 15.60
SEP-1?? A* 3.00
SEP-1?? FEE A* .50
SEP-1?? DEED A* 8.00 * 27.10

all of said notes bearing XX 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, I, Eunice A. Kathka, a widow

have this day bargained and sold, and do hereby transfer and convey unto the said Oliver L. Maize and wife, Patricia K. Maize, their heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: TRACT NO. 1: Land in Davidson County, Tennessee, being Lots Nos. 1 and 2 on the Map of Nawakwa Hills, as of record in Book 843, Pages 36 & 37, Register's Office for said County. Said Lots Nos. 1 and 2 front together 200 feet on the northeasterly side of Pawnee Trail and run back 261.4 feet on the northwesterly line and 249 feet on the southeasterly line to a dead line, measuring 200 feet thereon.
TRACT NO. 2: Land in Davidson County, Tennessee, being Lot 2-A on the unrecorded Map of Nawakwa Hills River Front Section, being a Subdivision of the northeasterly part of a 29.79 acre tract in the original plan of Nawakwa Hills, described according to a survey made by Ewell Anderson, Surveyor, August, 1945, as follows: Beginning at a white oak at the northwest corner of Broadway of Nawakwa, said point being the southeasterly corner of Lot No. 3-A on said plan; thence north 65 degrees east 380 feet to the low water mark of the Cumberland River; thence with the low water mark of said Cumberland River south 42 degrees east 680 feet; thence south 10 degrees west 100 feet to the northeastern boundary line of the Nawakwa Hills Subdivision, a plan of which is of record in Book 843, Pages 36 and 37, Register's Office for said County; thence with said boundary line North 54 degrees 30 minutes west 600 feet to the northeast corner of Lot No. 1-A on said Nawakwa Hills River Front Section; thence with the northern boundary line of said Lot No. 1-A northwesterly 230 feet, more or less, to the northeast corner of said Broadway of Nawakwa; thence with the northern boundary line of said Broadway of Nawakwa, northwesterly 75 feet to the beginning.
Being the same property conveyed to G. B. Kathka and wife, Eunice A. Kathka, by deed from Jack J. Williams and wife, Elizabeth C. Williams of record in Book 3936, Page 23, Register's Office for Davidson County, Tennessee. The said G. B. Kathka having since died.

This is unimproved (X) improved ( ) property, know as Pawnee Trail (House Number) (Street) Madison, Tn. 37115 P. O. Address: (City or Town) (Zip Code)

This Deed prepared by Geo. H. Cate, Atty.
510 Stahlman Bldg., Nashville, Tn. 37201

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Oliver L. Maize and wife, Patricia K. Maize, their heirs and assigns forever. I covenant that I am 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 by 1972 taxes which have been prorated and are assumed by Grantees. I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Oliver L. Maize and wife, Patricia K. Maize, 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 in hand paid, we, the said Oliver L. Maize and wife, Patricia K. Maize

do hereby transfer and convey unto Geo. H. Cate, 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 Oliver L. Maize and wife, Patricia K. Maize

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 Value 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 Oliver L. Maize and wife, Patricia K. Maize 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 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 Oliver L. Maize and wife, Patricia K. Maize 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 Geo. H. Cate, 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 Eunice A. Kathka and Oliver L. Maize and wife, Patricia K. Maize hereunto set our hands at Nashville, Tennessee, this the 31 day of August 1972

Eunice A. Kathka

Oliver L. Maize

Patricia K. Maize

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Geo. H. Cate, a Notary Public in and for said County and State, the within named Eunice A. Kathka, Oliver L. Maize and wife, Patricia K. Maize

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 Nashville, Tennessee, this 31st day of August, 1972

Geo. H. Cate, Notary Public.

Commission Expires July 23rd 1974.

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.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ...

County aforesaid, personally appeared ....., a Notary Public of the State and

with whom I personally acquainted, and who, upon oath, acknowledged ..... self to be .....

..... of the .....,

the within named bargainor, a corporation, and that ..... he as such .....,

being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name

of the corporation by ..... self as .....

Witness my hand and seal, at office in .....

this ..... day of ....., 19 ..

Commission expires .....

....., Notary Public.

(over for additional acknowledgements)

INSTALLMENT DEED

FROM
Eunice A. Kathka

TO
Oliver L. Maize and wife,
Patricia K. Maize

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

B 7 4 1 2 1

IDENTIF. REFERENCE

SEP 1 9 49 AM '72

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Oliver L. Maize, et ux (NAME)	Same (NAME)	MAP 53-14
Box 902 Madison College Station (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	PARCELS 92,
Madison, Tn. 37115 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	94, 95

THIS INSTRUMENT WAS PREPARED BY
Geo. H. Cate, Attorney
510 Stahlman Building
Nashville, Tennessee 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 6,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31st DAY OF August, 19 72

Notary Public

MY COMMISSION EXPIRES: July 23rd 1974

(AFFIX SEAL)