Installment Deed

This instrument was prepared by Earl Thompson, Atty. Nashville, Tenn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO: BOOK 1637 PAGE 67	MAP PARCEL NUMBERS
Frank M. Oakley (NAME)	Same (NAME)	13-5
915 Gallatin Rd., North (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	1-2
Madison, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	Pt

FOR AND IN CONSIDERATION of the sum of Forty-Seven Thousand Five Hundred ($47,500.00) ---------- *Dollars,*

of which Four Thousand ($4,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Forty-Three Thousand Five Hundred ($43,500.00) ---------- *Dollars,*

Frank M. Oakley and wife, Leta M. Oakley ---------- *have executed* and delivered two notes payable to the order of H. C. Travis and wife, Georgia B. Travis, said notes being payable at the home of H. C. Travis or any other place designated by the holders of these notes. One note in the amount of $3,500.00 is payable on or before the 1st day of Nov.,1972 with interest at the rate of 7% per annum. The second note in the amount of $40,000.00 is payable in 20 semi-annual installments of $2,000.00 each. Interest at the rate of 7% per annum on the principal unpaid balance shall also be paid on each of the respective paying dates. The first installment is due on or before the 1st day of Sept.,1973 and a like installment is due each consecutive succeeding six months thereafter for 20 payments or the note is paid in full. Privilege is reserved of paying any installment on any paying date or this note may be paid in full at any time before the date of maturity, without penalty.

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, H. C. Travis and wife, Georgia B. Travis ----------

have this day bargained and sold, and do hereby transfer and convey unto the said Frank M. Oakley and wife, Leta M. Oakley, their ---------- *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

TRACT NO. I: Being part of a tract of .94 acres lying on the west side of Gallatin Pike, as shown on the Map of Bransford Realty Company's Amqui Subdivision as of record in Book 421, pages 38 and 39, Register's Office for said County, and described as follows:

BEGINNING at a point in the westerly margin of Gallatin Pike, as widened, 31-1/2 feet north from Amqui Station Road; thence westerly 158 feet, more or less, to the east margin of the L & N Railroad right-of-way being 32 feet north of the northerly margin of Amqui Station Road; thence along said railroad right-of-way northerly 76 feet to a corner of the property conveyed to H. H. Richardson and wife, of record in Book 1284, page 307, said Register's Office; thence along Richardson's south line 111 feet to a point; thence southerly 13 feet to a point which is 2 feet south of a concrete block building; thence easterly 29 feet, more or less, to the westerly margin of Gallatin Pike as widened; thence with the margin of the same southerly 59-1/2 feet to the beginning.

Being the same property conveyed to H. Clay Travis and wife, Georgia B. Travis, by deed from James L. Hall and wife, as of record in Book 2298, page 307, said Register's Office.

(CONTINUED)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $47,500.00

Subscribed and sworn to before me, this the 13th day of Sept 1972

Affiant

My commission expires:

(Affix Seal)

Notary Public

TRACT NO. II: A lot or parcel of land in the 11th, formerly the 19th, Civil District of Davidson County, Tennessee, being part of a 94/100 acre tract on the map of Bransford Realty Company's Amqui Subdivision, as of record in Book 421, pages 38 and 39, Register's Office for said County, described according to a survey made by Z. J. Wilkinson, Surveyor, May 25, 1943, as follows:

BEGINNING at the northwest corner of Gallatin and Amqui Roads, at a point 2-1/2 feet east of an iron pin at the corner of building; thence with the westerly margin of the Gallatin Road, northwardly 31.5 feet to the southeast corner of the property conveyed to James L. Hall by deed from J. W. Myers and wife, of record in Book 1274, page 22, said Register's Office; thence with the southerly line of said Hall property, westwardly 163 feet to a stake in the easterly margin of the right-of-way of the L & N R.R.; thence with said right-of-way, southwardly 32 feet to a stake in the northerly margin of Amqui Road; thence with said Road, eastwardly 172 feet to the beginning.

Being the same property conveyed to H. C. Travis and wife, Georgia B. Travis, by deed from Paul W. Troutt and wife, as of record in Book 1372, page 479, said Register's Office.

The said H. C. Travis and H. Clay Travis being one and the same person.

unimproved ( )
This is improved (X) property, known as 915 (House Number) Gallatin Rd., North (Street) P. O. Address: Madison (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Frank M. Oakley and wife, Leta M. Oakley, their *(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.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Frank M. Oakley and wife, Leta M. Oakley, their *(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 Frank M. Oakley and wife, Leta M. Oakley *hereinafter referred to as trustors, hereby transfer and convey unto* G. G. Garrett, 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 $....., 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 31 *day of* August, *19* 72

Frank M. Oakley
Frank M. Oakley

Leta M. Oakley
Leta M. Oakley

H. C. Travis
H. C. Travis

Georgia B. Travis
Georgia B. Travis

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, J. M. Draper, *a Notary Public in and for said County and State,* Frank M. Oakley and wife, Leta M. Oakley and H. C. Travis and wife, Georgia B. Travis

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 Nashville, Tennessee *this* 31 *day of* August, *19* 72.

J. M. Draper
Notary Public

Commission expires February 1, 1975.

K 4637

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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.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ...*, a Notary Public of the State and County aforesaid, personally appeared*.....,
with whom I am 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*.....

.....*Notary Public*

Commission expires.....

SEP 13 72	CONV	47,500.00			
SEP 13 72	MORT'G	43,500.00			
SEP 13 72	S'TAX		A*	123.50	
SEP 13 72	S'TAX		A*	41.50	
SEP 13 72	PR'FEE		A*	.50	
SEP 13 72	W'DEED		A*	8.00	* 173.50

INSTALLMENT DEED

FROM

H. C. TRAVIS, ET UX

TO

FRANK M. OAKLEY, ET UX

B 7 5 7 5 2

IDENTIF. REFERENCE

SEP 13 11 35 AM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE