This instrument prepared by: T. C. Summers Company, Inc.
480 Craighead St., Suite 201
Nashville, Tenn. 37204

INSTALLMENT DEED BOOK 4645 PAGE 309 MAP 103-5 PAR. 59

For and in Consideration of the sum of ($5,750.00) Five Thousand Seven Hundred Fifty and No/100 * * * * * * * * * Dollars, of which ($1,150.00) One Thousand One Hundred Fifty and no/100 * * Dollars, has been paid in cash by Gary Dean Curtis and wife, Betty Ruth Curtis, the receipt of which is hereby acknowledged, and for the remainder ($4,600.00) Four Thousand Six Hundred and no/100 * * * * * * * * * * * * * Dollars, the said Gary Dean Curtis and wife, Betty Ruth Curtis, have executed their installment deed note of even date herewith, in the principal sum of $4,600.00, with interest at the rate of eight percent (8%) per annum, payable to the order of Thomas C. Summers, Trustee, in monthly installments of $115.00, which includes principal and interest, the first installment being due October 27, 1972, and another payment on the twenty-seventh day of each month thereafter until principal and interest are paid in full. Balance due may be paid in full at any time with no prepayment fee,

all of said notes bearing ~~six per cent~~ eight percent 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, Thomas C. Summers, Trustee, with full power to transfer and convey without the joinder of any beneficiary,

have this day bargained and sold, and do hereby transfer and convey unto the said Gary Dean Curtis and wife, Betty Ruth Curtis, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 298 on the Plan of Horton Heights, Section H, as of record in Book 3600, page 100, Register's Office for said County.

Said Lot No. 298 fronts 132.0 feet on the northwesterly side of Fleetwood Drive, and extends back 279.7 feet on the northeasterly line and 250.0 feet on the southwesterly line, to a line in the rear on which it measures 184.60 feet.

Being part of the property conveyed to Thomas C. Summers, Trustee, by deed from W. L. Hailey et al, of record in Book 2240, page 593, said Register's Office.

This conveyance is subject to restrictions, easements, setback lines and conditions of Owner's Certificate, etc., of record in Book 3868, page 740, and as shown on Plan of Record in Book 3600, page 100, Register's Office for Davidson County, Tennessee.

New Owner Address:
Gary Dean Curtis, etux
335 Tamworth Dr.
Nashville, Tenn. 37214

Send Tax Bills:
SAME

K 4645

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Gary Dean Curtis and wife, Betty Ruth Curtis, 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.

I further covenant and bind myself, my successors heirs and representatives, to warrant and forever defend the title to said real estate to said Gary Dean Curtis and wife, Betty Ruth Curtis, 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 us in hand paid, we, the said Gary Dean Curtis and wife, Betty Ruth Curtis,

do hereby transfer and convey unto W. Raymond Denney, 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 Gary Dean Curtis and wife, Betty Ruth Curtis,

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 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 t' erein, the same to bear interest from the date of such payment.

Now, if we, the said Gary Dean Curtis and wife, Betty Ruth Curtis, 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. 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 Gary Dean Curtis and wife, Betty Ruth Curtis, their 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 W. Raymond Denney., 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 Thomas C. Summers, Trustee, and Gary Dean Curtis and wife, Betty Ruth Curtis, hereunto set our hands at Nashville, Tennessee, this the 27 day of Sept. 19 72

Thomas C. Summers, Trustee

Thomas C. Summers, Trustee

Gary Dean Curtis

Gary Dean Curtis

Betty Ruth Curtis

Betty Ruth Curtis

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Verna B. Curley, a Notary Public in and for said County and State, the within named Thomas C. Summers, Trustee, and Gary Dean Curtis and wife, Betty Ruth Curtis,

the bargainors, 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 27th day of September, 1972

Verna B. Curley, Notary Public.

Commission Expires 10/24/72

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 _____

BOOK 1645 PAGE 312

STATE OF TENNESSEE
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____.

My commission expires _____

_____
Notary Public

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $5,750.00.

Gary Dean Curtis
Affiant

Subscribed and sworn to before me, this the 27th day of September, 1972.

My comm. expires:
10/24/72

Vera B. Curley
Notary Public

INSTALLMENT DEED

FROM
Thomas C. Summers, Trustee

TO
Gary Dean Curtis and wife,
Betty Ruth Curtis

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

B 7 9 4 8 0

IDENTIF. REFERENCE

OCT 10 4 05 PM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

OCT 10 72	CONV	*5,750.00			
OCT 10 72	MORT'G	*4,600.00			
OCT 10 72	S'TAX		A*	14.82	
OCT 10 72	S'TAX		A*	2.60	
OCT 10 72	PR'FEE		A*	.50	
OCT 10 72	W'DEED		A*	8.00	* 25.92