Mail Bumpus & Day Bldg
James T. Cole Atty
553 Moncrief Ave. Goodlettsville, Tn. 18-16 1/2.

BOOK 4701 PAGE 645

INSTALLMENT DEED

For and in Consideration of the sum of EIGHT THOUSAND FIVE HUNDRED and NO/100 ($8,500.00). . . . . Dollars,

of which FIVE HUNDRED and NO/100 ($500.00). . . . . Dollars,

has been paid in cash by JAMES T. COLE, and wife, DOROTHY IRENE COLE

the receipt of which is hereby acknowledged, and for the remainder EIGHT THOUSAND and NO/100 ($8,000.00). . . . . Dollars,

the said JAMES T. COLE, and wife, DOROTHY IRENE COLE ha ve executed their joint note of even date in the amount of $8,000.00, payable to W. C. Moncrief & Company, Inc., payable $65.00 per month, payment to be first credited to interest at the rate of 6% and balance to principal, beginning July 22, 1962

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $8500 cc. Affiant James T. Cole
Subscribed and sworn to before me this 26th day of April 1963
Deputy Register W. Williamson

all of said notes bearing six 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, W. C. MONCRIEF & COMPANY, INC.

have this day bargained and sold, and do hereby transfer and convey unto the said JAMES T. COLE, and wife, DOROTHY IRENE COLE, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the 10th Civil District of Davidson County, Tennessee, Goodlettsville, Tennessee, and moreparticularly described according to a survey by Richard B. Omohundro, Engineer, of May 5, 1962, as follows:

BEGINNING at an iron pin in the easterly margin of Moncrief Avenue, the same being 25 feet from the center line of said Moncrief Avenue and the corner to the Fryer property; thence with the line between the said Fryer property and this property, South 84 deg. 55' East 437.8 feet to an iron pin in a fence line in Coley's line; thence with the said fence, South 3 deg. 15' West 90 feet to an iron pin; thence North 81 deg. 25' West 308.5 feet to an iron pin; thence North 85 deg. 35' West 136.01 feet; thence South 50 deg. 20' East 6 feet to an iron pin in the margin of Moncrief Avenue; thence with the margin of Moncrief Avenue, North 12 deg. 20' East, 72 feet to the point of beginning.

BEING a portion of the same property conveyed to W. C. Moncrief & Company, Inc., by deeds of record in Book 1005, page 496, and 3399, page 398, Register's Office for Davidson County, Tennessee

NOTE: There was created an easement for a waterline in Deed of record in Book 3399, page 398, Register's Office for Davidson County, Tennessee, to which reference is made for a complete description; the waterline serving property to the South of this lot and this property is conveyed subject to the said easement; said easement is for the use and benefit of all three tracts of property as shown in Plat by said Richard B. Omohundro.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said JAMES T. COLE, and wife, DOROTHY IRENE COLE 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 JAMES T. COLE, and wife, DOROTHY IRENE COLE, 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 JAMES T. COLE, and wife, DOROTHY IRENE COLE

do hereby transfer and convey unto L. KENNETH JOHNSON, 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 JAMES T. COLE, and wife, DOROTHY IRENE COLE

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 $ actual 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 JAMES T. COLE, and wife, DOROTHY IRENE COLE 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 JAMES T. COLE, and wife, DOROTHY IRENE COLE 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 L. KENNETH JOHNSON, 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 W. C. MONCRIEF & COMPANY, INC., and JAMES T. COLE, and wife, DOROTHY IRENE COLE hereunto set our hands at GOODLETTSVILLE, Tennessee, this the 22nd day of JUNE 19 62

W. C. MONCRIEF & COMPANY, INC.

W. C. Moncrief, Sr. - President

James J. Cole
James T. Cole

Dorothy Irene Cole

Dorothy Irene Cole

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named James T. Cole, and wife, Dorothy Irene Cole

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 GOODLETTSVILLE Tennessee, this 22nd day of JUNE, 19 62

Commission Expires Aug 7, 1965

Richard M. Helton, Notary Public.

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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

day of, 19

Commission Expires

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STATE OF TENNESSEE
Davidson County

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared W. C. MONCRIEF, SR. with whom I am personally acquainted and who upon (his oath) acknowledged (himself) to be the PRESIDENT of the W. C. MONCRIEF & COMPANY, INC. the within named bargainor, a corporation, and that (he) as such PRESIDENT being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said W. C. MONCRIEF, SR. as such PRESIDENT.

Witness my hand and official seal at office at GOODLETTSVILLE on this the 22nd day of JUNE, 1962

My commission expires Aug 7, 1965

Richard D. Hatton
Notary Public

INSTALLMENT DEED

FROM
W. C. MONCRIEF & COMPANY

TO
JAMES T. COLE, ET UX

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

C 0 3 9 5 3

IDENTIF. REFERENCE

APR 26 12 34 PM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

APR26	CONV	*8,500.00			
APR26	MORT'G	*8,000.00			
APR26	S'TAX		A*	22.10	
APR26	S'TAX		A*	6.00	
APR26	PR'FEE		A*	.50	
APR26	WDEED		A*	8.00	* 36.60