This instrument prepared by Harold E. Collins, Atty., 802-51st Ave.No. Nashville, Tenn.

BOOK 4782 PAGE 749 168

INSTALLMENT DEED 102 pd

For and in Consideration of the sum of Fifty-Five Thousand and 00/100 ($55,000.00) Dollars, of which Twenty Thousand One Hundred Twenty-Eight & 23/100 ($20,128.23) Dollars, has been paid in cash by Dr. Arthur Bond and wife, Miriam A. Bond the receipt of which is hereby acknowledged, and for the remainder Grantees assume and agree to pay the balance of a vendor's lien retained in the deed ~~from~~, from John T. Collins and wife, Margaret V. Collins, to Marshall Proctor ~~the said and wife, of record in Book 4053, Page 939, R.O.D.C.,~~ for Tennessee, said balance being Eighty-Eight Hundred Seventy-One and 77/100 ($8871.77) payable in monthly installments of $82.39 on the 1st day of each month, until the entire amount, both principal and interest, has been paid in full. Said note bears interest at the rate of 6% per annum. Grantees have further executed an installment deed note of even date in the principal amount of Twenty-Six Thousand ($26,000.00) Dollars payable to the order of Marshall Proctor and Nancy McGill Proctor. Said note payable in four (4) yearly installments as follows, on the 31st day of December, 1974, the principal amount of $6500.00 plus interest, and thereafter a like payment plus interest, falls due and is payable on the 31st day of December of each succeeding year until paid in full. This note bears interest at the rate of 7% per annum.

all of said notes bearing ~~XXXXXXXX~~ 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, Marshall Proctor and Nancy McGill Proctor

have this day bargained and sold, and do hereby transfer and convey unto the said Dr. Arthur Bond and wife, Miriam A. Bond, their heirs and assigns, the 9th Civil District of

certain real estate in Davidson County, Tennessee, ~~XXXXXXX~~ and described according to a survey made by J.F.Roy,as follows: BEGINNING at a point in the center line of Highway No. 100,being the northwest corner of the colored Church Lot,and running thence with the line of the same and along the west line of the Ursey 4-acre tract,south 3° west 24 poles to a stake in an old stump,Ursey's southwest corner;thence with the south line of the Ursey tract,the Virginia Phillips tract, the Minnie May Price tract and the Spence King Tract, south 87-1/4° east 69.3 poles to a stake in the line of the Potts heirs; thence with said Potts' line south 3° west 21.6 poles to a stake,with sourwood pointer at Potts' corner;thence east with said Potts' line 8.7 poles to a stone with a little hickory bush pointer, which said line above was agreed upon between the Potts heirs and Alton J. Lewis;thence south 3° west running with Mrs.Baird's line of a 55-acre tract, 88 poles to a stake in the corner of a garden, which said line was agreed upon between Mrs.Baird and said Alton J. Lewis;thence north 86-1/2° west 106 poles to a large beech at an old corner,being a corner of the McPherson Land;thence north 4° west 90.5 poles to the center of the Old Nashville and Centerville Highway at the northeast corner of the colored Church Lot known as the Missionary Baptist Church lot;thence with the center of said old Highway,north 75° east 13 poles and north 52-1/2° east 26 poles to the beginning, and containing according to said survey, 69.3 acres.INCLUDING but EXCLUDING from the above described property are the following tracts of land: 45/100 acres, more or less, conveyed to Clarence E. York and wife, Frances Ensey York,by deed from N.B.Ensey and wife,of record in Book 1716,page 183,Register's Office for said County;4.12 acres,more or less, conveyed to Enoch Ursey and wife,Tinny Ursey,by deed from N.B.Ensey and wife,of record in Book 1728,page 54, said Register's Office; 3 acres, more or less,conveyed to James D.Hodge and wife,Evie Myrtle Hodge, by deed from N.B.Ensey and wife,of record in Book 1779,page 119,said Register's Office; 44/100 acres,more or less,conveyed to Enoch E.Ursery and wife, Minnie B.Ursery, by deed from N.B.Ensey and wife,of record in Book 1911 page 213,said Register's Office;and 5.4 acres,more or less,conveyed to Sam Reed and wife,Mamie Reed,by deed from Nonie B.Ensey and wife, of record in Book 2965,page 600,said Register's Office. Being the same property conveyed to Marshall Proctor and wife,Nancy McGill Proctor,by deed from John T.Collins and wife,Margaret V.Collins,of record in Book 4053,page 939, Register's Office for said County.

Buyer Tax Bills
Dr. Arthur Bond
1120th Ave N

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Marshall Proctor and Nancy McGill Proctor 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 Dr. Arthur Bond and wife, Miriam A. Bond, 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 Dr. Arthur Bond and wife, Miriam A. Bond

do hereby transfer and convey unto John W. Nolan, III, 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 Dr. Arthur Bond and wife, Miriam A. Bond 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 therein, the same to bear interest from the date of such payment.

Now, if we, the said Dr. Arthur Bond and wife, Miriam A. Bond 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; if 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 Dr. Arthur Bond & wife, Miriam A. Bond 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 John W. Nolan, III, 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 Marshall Proctor and Nancy McGill Proctor and Dr. Arthur Bond and wife, Miriam A. Bond hereunto set our hands at Nashville, Tennessee, this the 21 day of JAN. 19 74

Nancy McGill Proctor
Marshall Proctor
Arthur Lent Bond M.D.
Miriam A. Bond

039520
IDENTIF. REFERENCE
JAN 23 12 51 PM '74
FELIX Z. HAYNES CLERK & MASTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Harold E. Collins, a Notary Public in and for said County and State, the within named Marshall Proctor, Nancy McBill Proctor, Dr. Arthur Bond and wife, Miriam A. Bond

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 21 day of JANUARY, 19 74

HAROLD E. COLLINS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Harold E. Collins, Notary Public

Commission Expires 7-28-74

STATE OF

County.

Personally appeared before [redacted], a Notary Public in and for said County and State, the within named [redacted]

JAN23 ~~STAX~~ CONV 55,000.00
JAN23 MORTG 26,000.00
JAN23 ~~STAX~~ A* 143.00
JAN23 ~~STAX~~ A* 24.00
JAN23 RECFEE A* .50
JAN23 WDEED A* 6.00 * 173.50

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

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $55000.00, Affiant

Subscribed and sworn to before me this 23rd day of January 19 74