INSTALLMENT DEED

For and in Consideration of the sum of Seven thousand and no/100 ($7,000.00) ---------- Dollars, of which Five hundred ($500.00) ---------- Dollars, has been paid in cash by Harold M. McKay and wife Floy L. McKay the receipt of which is hereby acknowledged, and for the remainder of Six thousand five hundred dollars ($6,500.00) ---------- Dollars, the said Harold M. McKay and wife Floy L. McKay have

executed an installment deed note payable to the order of Esther L. Bain in one hundred twenty monthly installments of EIGHTY ONE DOLLARS AND THIRTY FOUR CENTS ($81.34) including interest at the rate of 9 (nine) percent per annum, first payment due on the 1st day of August, 1974 and thereafter on the same day of each succeeding month a like amount until the entire amount, both principal and interest has been paid in full.

all of said notes bearing six (nine) 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, Esther L. Bain, a widow

have this day bargained and sold, and do hereby transfer and convey unto the said Harold M. McKay and wife Floy L. McKay, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 7, Block "DD" on the Revised Map of Fairview Subdivision as of record in Book 1130, page 54, Register's Office for said County.

Said Lot fronts 75 feet on the westerly side of Cedar Circle and runs back 197.5 feet on the northerly line and 191 feet on the southerly line to a dead line in the rear on which it measures 75.45 feet.

Being the same property conveyed to Marshall H. Bain and wife Esther L. Bain by deed from C. E. Lovell and wife, Jean Hibdon Lovell of record in Book 3103, page 231, the said Marshall H. Bain having since died.

This is unimproved ( ) improved ( ) property, know as _____ (House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Harold M. Mc Kay and wife Floy L. McKay, 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 heirs and representatives, to warrant and forever defend the title to said real estate to said Harold M. McKay and wife Floy L. McKay, 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 Harold M. McKay and wife Floy L. McKay

do hereby transfer and convey unto John Adams, 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 Harold M. McKay and wife Floy L. McKay

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 $ 7,000.00 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 Harold M. McKay and wife Floy L. McKay 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 Harold M. and Floy L. McKay 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 Adams, 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 Harold M. McKay and wife Floy L. McKay and Esther L. Bain hereunto set our hands at Nashville, Tennessee, this the 21st day of June 19 74

x Harold M McKay
Harold M. McKay

x Floy L. McKay
Floy L. McKay

x Esther L Bain
Esther L. Bain

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**STATE OF TENNESSEE**
**Davidson County**

Personally appeared before me, ~~Stanley H.~~ MARY JO Sidicane, a Notary Public in and for said County and State, the within named Harold M. McKay and wife Floy L. McKay and Esther L. Bain, a widow

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 21st day of June, 19 74

Mary Jo Sidicane
Notary Public.

Comm Exp 5-31-76

Commission Expires 5-31-76

NOTARY PUBLIC SIDICANE DAVIDSON COUNTY TENNESSEE AT LARGE

---

**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 _____

MAP-PARCEL NUMBERS

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 1827 PAGE 628

Before me, , a Notary Public of the State and

County aforesaid, personally appeared ,

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 JUN 21 75 CONV, 19 *7,000.00
JUN 21 75 MORT'G *6,500.00
JUN 21 75 S'TAX A* 18.20
JUN 21 75 S'TAX A* 4.50
JUN 21 75 PR'FEE A* .50
JUN 21 75 (over for additional acknowledgements) A* 8.00 * 31.20

, Notary Public.

Commission expires .

# INSTALLMENT DEED

FROM
ESTHER L. BAIN, a widow

TO
HAROLD M. MC KAY and wife
FLOY L. MC KAY

Attorneys Title Company
Tides Guaranteed
NASHVILLE, TENN.

C 59953

IDENTIF. REFERENCE

JUN 21 3 54 PM '74

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Harold M. McKay | same | Map 58-16 |
| (NAME) | (NAME) | Par 15 |
| 4017 CEDAR CIRCLE | | |
| (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | |
| NASHVILLE TN. 37218 | | |
| (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | |

THIS INSTRUMENT WAS PREPARED BY

Stanley H. Sidicane, Atty.
Box 413, Nashville, Tn. 37202

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$7,000

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 21 DAY OF June 1974.

Notary Public

MY COMMISSION EXPIRES: 5-31-76

(AFFIX SEAL)