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26 Pd

INSTALLMENT DEED

For and in Consideration of the sum of Fourteen Thousand and no/100---------- ($14,000.00)----------Dollars, of which Six Thousand----------($6,000.00)----------Dollars, has been paid in cash by Jack N. Kinle and wife, Pearl F. Kinle the receipt of which is hereby acknowledged, and for the remainder Eight Thousand and no/100 ($8,000.00)----------Dollars, the said grantees Jack N. Kinle and wife, Pearl F. Kinle, have executed their note of even date payable to the grantor in monthly installments of $97.07 each including interest at the rate of 8% per annum.

JUL-17	CONV	14,000.00			
JUL-17	MORT'G	*8,000.00			
JUL-17	S'TAX		A*	36.40	
JUL-17	S'TAX		A*	6.00	
JUL-17	PR'FEE		A*	.50	
JUL-17	W'DEED		A*	8.00	* 50.90

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, Floyd H. Denton and wife, Virginia P. Denton

have this day bargained and sold, and do hereby transfer and convey unto the said Jack N. Kinle and wife, Pearl F. Kinle heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT I: Being Lot No. 240 on the Map of Rayon City, as of record in Book 843, page 13, Register's Office for said County.
Said Lot No. 240 fronts 41.2 feet on the southeasterly side of Rayon Street, and runs back 202.1 feet on the northeasterly line and 174.7 feet on the southwesterly line measuring 126 feet thereon.
Being the same property conveyed to Floyd Denton and wife, Virginia P. Denton, by deed from George B. Brown, and wife, of record in Book 4262, page 962, Register's Office for said County.

TRACT II: Being part of an unnumbered tract lying immediately south of Lots 242, 241, and 240 on the Map of Rayon City, Old Hickory, Tennessee, as of record in Book 843, page 13, Register's Office for said County, and described according to a survey thereof made by Anderson and Gee Surveyors, June 26, 1946, as follows:
BEGINNING at a point at the commonly southerly corners of Lots Nos. 242 and 243 shown on said plan; thence with the south line of Lots Nos. 242, 241, 240, south 80° 01' east 239 feet to a point at a corner of Lot No. 240 in the west line of a strip of ground 12½ feet wide which is reserved; thence along the west line of the same south 40° 55' west 131.5 feet; thence leaving said strip north 80° 01' west 176.8 feet; thence north 10° 58' east 113.32 feet to the point of beginning.

Being the same property conveyed to Floyd H. Denton and wife, Mattie H. Denton, by deed from Robert A, Vance, and wife, of record in Book 1784, page 620, said Register's Office. The said Mattie H. Denton, having since died.

This is unimproved X ( ) improved ( ) property, know as 205 Rayon Drive, Old Hickory, Tennessee 37138
(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 Jack N. Kinle and wife, Pearl F. Kinle their 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 Jack N, Kinle and wife, Pearl F. Kinle 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 Jack N. Kinle and wife, Pearl F. Kinle

do hereby transfer and convey unto W. S. Cooke Jr., 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 Jack N. Kinle and wife, Pearl F. Kinle

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 $8,000.00 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 Jack N. Kinle and wife, Pearl F. Kinle 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 Jack N. Kinle and wife, Pearl F. Kinle, 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. S. Cooke Jr., 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 Floyd H. Denton and wife, Virginia P. Denton and Jack N. Kinle and wife, Pearl F. Kinle hereunto set our hands at Nashville, Tennessee, this the 28th day of June 1974

Floyd H. Denton

Floyd H. Denton

Virginia P. Denton

Virginia P. Denton

Jack N. Kinle

Jack N. Kinle,

Pearl F. Kinle

Pearl F. Kinle

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Juanita B. Stegall, a Notary Public in and for said County and State, the within named Floyd H. Denton and wife Virginia P. Denton, and Jack N. Kinle and wife, Pearl F. Kinle.

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 28th day of June, 1974

NOTARY PUBLIC DAVIDSON COUNTY TENN.

Commission Expires August 28, 1974

Juanita B. Stegall, Notary Public.

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 _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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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 ....., 19.....

....., Notary Public.

Commission expires .....

(over for additional acknowledgements)

INSTALLMENT DEED

FROM
Floyd H. Denton, et ux

TO
Jack N. Kinle, et ux

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

C 6 1 2 6 7

IDENTIF. REFERENCE

JUL 1 3 19 PM '74

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

TOLLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Jack N. Kinle, et ux (NAME)	SAME (NAME)	
207 Rayon Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	44-4
Old Hickory, Tenn 37138 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	26 Pd

Mail

THIS INSTRUMENT WAS PREPARED BY

W. S. Cooke Jr.
802 2nd Ave South
Nashville, Tenn 37210

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$14,000.00 Jack N. Kinle
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28th DAY OF June, 1974

Notary Public

MY COMMISSION EXPIRES: 1/28/74

(AFFIX SEAL)