This instrument was prepared by James C. Lewis, Attorney at Law,
320 Gallatin Rd. Madison, Tenn. 37115)

Installment Deed

BOOK 4841 PAGE 310

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Cornelia Faye Banks (NAME:)	Cornelia Faye Banks (NAME:)	4D36435
Same (STREET ADDRESS OR ROUTE NUMBER)	402 Rayon Drive (STREET ADDRESS)	44-5 171
(CITY) (P. O. ZONE) (STATE)	Old Hickory, Tennessee (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of NINE THOUSAND THREE HUNDRED AND NO/100---------- ($9,300.00) *Dollars,*

of which TWO THOUSAND AND NO/100---------- ($2,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder SEVEN THOUSAND THREE HUNDRED AND NO/100 ---------- ($7,300.00) *Dollars,*

the GRANTEE hereinafter named *has* executed her one promissory note of even date herewith payable to the order of F.G. Lewis, in monthly installments of $100.00 each, including principal and interest at the rate of 10% per annum,

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, We, F.G. LEWIS AND WIFE, ANNIE HAZEL LEWIS, hereinafter called the GRANTORS, *have this day bargained and sold, and do hereby transfer and convey unto* CORNELIA FAYE BANKS, herein called the GRANTEE, her heirs and assigns, *certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being a southerly part of Lot No. 7 on the Map of Hadley's Subdivision, Old Hickory, Tennessee, as of record in Book 547, page 125, Register's Office for Davidson County, Tennessee.

Said part of Lot No. 7 fronts 40 feet on the westerly side of Robinson Avenue and extends back 147 feet on the southerly line, same being the original southerly line of said Lot No. 7 and 148.5 feet, more or less, on the northerly line, to an alley in the rear on which it measures 37 feet and 8 inches thereon.

Being part of the same property conveyed to F.G. Lewis and wife, Annie Hazel Lewis by Deed from Henry Carl Cowherd and wife, of record in Book 4700, page 865, Registers Office for Davidson County, Tennessee.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 9,300.00

Subscribed and sworn to before me, this the 6th day of August 1974

Affiant

My commision expires: 4-16-75 (Affix Seal)

Notary Public

This is improved ( ) unimproved (X) property, known as 402 Rayon Drive (House Number) (Street) Old Hickory, Tennessee. P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said GRANTEE, her 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* GRANTEE, her 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said GRANTEE, and husband George W. Banks *hereinafter referred to as trustors, hereby transfer and convey unto* Harlan Dodson, Jr., *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $ XXXXXXXXXXXXXX *or at least the maximum insurable value, until the indebtedness herein secured is fully paid, and to issue the loss, if any, made payable on the policy or policies, to said trustee for the benefit of the lawful owner or holder of said indebtedness as his interest may appear.*

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid all bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises ured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebted- ss, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises ured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for sums with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, within thirty days from date of such payment, this st conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said indebtedness then past due and unpaid, remaining unpaid indebtedness, and installments thereof, shall become due and payable at once, without notice, and the said trustee, or his successor trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in avidson 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, e from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said trustee, 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 nceyance. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall ly account for the net rents actually received by him. It is further agreed that, in the event the trustee fails, before selling said property, as herein ovided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the trustee 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 torney'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, 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 indebtedness herein secured, and any and all sums expended in the protection of said property, as herein thorized.

4th. The residue, if any, will be paid to trustors, their order, 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 quired, the lawful owner and holder of said indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing npaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, is hereby authorized and empowered to name d appoint a successor to execute this trust by an instrument in writing to be recorded in the Registers Office for Davidson County, Tennessee, and the tle herein conveyed to the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

Witness Our hand S this 6th day of August, 19 74, the orporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Cornelia Faye Banks
(Cornelia Faye Banks)

GEORGE W BANKS
(George W. Banks)

(F.G. Lewis) F. G. Lewis

Annie Hazel Lewis
(Annie Hazel Lewis)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and or said County and State, Cornelia Faye Banks and husband George W. Banks and F.G. Lewis and wife, Annie Hazel Lewis

he within named 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 Madison, Tennessee, this 6th day of August, 19 74

James G. Seamon Notary Public

Commission expires 4-16-75

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared ..... with whom I am 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

Witness my hand and seal, at office in ....., this ..... day of ....., 19 .....

Notary Public

Commission expires .....

AUG-7 CONV MORT'G * 7,300.00
AUG-7 S'TAX A* 24.18
AUG-7 S'TAX A* 5.30
AUG-7 PR'FEE A* .50
AUG-7 W'DEED A* 4.00 * 33.98

INSTALLMENT DEED

FROM F.G. LEWIS ET UX

TO CORNELIUS FAYE BANKS

C 66228

IDENTIF. REFERENCE

AUG 7 9 06 AM '74

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Madison Title Company
320 Gallatin Road
MADISON, TENNESSEE 37115
Representing
Chicago Title Insurance Company
CHICAGO, ILLINOIS