This instrument was prepared by John A. Pritchett, Attorney, Suite 304 Stahlman Building, Nashville, Tennessee.

BOOK 6294 PAGE 777

Map 73-5
Par. 4C

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FORM 1003

Address of new owner: Ernest E. Clifford, 1939 Moran Avenue, Nashville, Tenn.
Send tax bills to: C. Mabbitt Investment Co., 2833 4th Ave., North, Birmingham Ala.

FOR AND IN CONSIDERATION OF the sum of

Twelve Thousand One Hundred Thirty-eight and 17/100 ($12,138.17) DOLLARS

of which $ 1,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have assumed and agree to pay the remaining unpaid balance of a certain note in the original principal amount of Twelve Thousand One Hundred and No/100 ($12,100.00) Dollars, which is secured by a deed of trust of record in Book 3016, page 339, Register's Office for Davidson County, Tennessee, to which reference is here made; and for the remainder of the said sum of $38,138.17, the said grantees have executed their promissory note bearing even date herewith, in the amount of Five Hundred and No/100 ($500.00) Dollars, payable in quarterly installments of $125.00 each, including interest at 6% per annum, on the unpaid balance from time to time, until the entire amount of both principal and interest is paid; the first payment will be due and payable on the 25th day of October, 1967; the second payment will be due and payable on the 25th day of January, 1968; the third payment will be due and payable on the 25th day of April, 1968; and the fourth and final payment will be due and payable on the 25th day of July, 1968,

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

James Orville Hare and wife, Thelma S. Hare,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

~~Ernest~~ E. Clifford and wife, Edna Marie Clifford,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 29 on the Plan of Virginia Manor, of record in Book 1935, page 22, Register's Office for said County.

Said Lot No. 29 fronts 75 feet on the northwesterly side of Moran Avenue and runs back 150 feet on the northeasterly line, and 150 feet on the southwesterly line to a dead line in the rear on which it measures 68 feet.

Being the same property conveyed to William D. Knight and wife, Mary Smith Knight, by deed from Walter C. Gaines and wife, of record in Book 1941, page 337, said Register's Office.

Also the same property conveyed to James Orville Hare and wife, Thelma S. Hare, by deed from Robin H. Reddick, Jr. and wife, Jacquekine Marie Reddick, of record in Book 3675, page 381, said Register's Office.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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, except as heretofore stated.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto Iva Hare 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 grantees 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 interest 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 grantees, 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 25th day of July, 19 67

X James O. Hare

X Thelma S. Hare

X Emmett E. Clifford

X Edna M. Clifford

RUSH

MAY 10 12 08 PM '71

DAVIDSON COUNTY, TENN.
FEE $ 1.00

IDENTIFICATION REFERENCE

I 2.29 8 1

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, JOHN C. SCRUGGS, a Notary Public in and for said County and State, the within named James C. Hare et ux Thelma S. Hare & Emmett E. Clifford et ux Edna M. Clifford the bargainor, S, with whom I am personally acquainted, and who acknowledged that Emmett executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville this 29th day of July, 1967

My Commission Expires Jul 21, 1970 John C. Scruggs Notary Public.

STATE OF _____
_____ County

Before me, _____
the State and County aforesaid, personally appeared _____
and _____
upon { his oath / their several oaths } acknowledged { himself / themselves } to be the _____
_____ and _____ respectively of the _____
the within named bargainor, a corporation, and that { he / they } as such _____
and _____, being autho _____ se
therein contained by signing the name of the corporation by the said _____
as such _____ and attesting the same by the said _____
as such _____

WITNESS my hand and official seal at office at _____
on this the _____ day of _____, 19____

My commission expires _____ Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 12,132.12 — ho
Edna M. Clifford — Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 18th DAY OF May 1994. —
W. C. Sheldon — Deputy Register

INSTALLMENT DEED

FROM

James Orville Hare and wife,

TO

Thelma S. Hare

and Emmett E. Clifford and wife,

Edna Marie Clifford

REGISTER'S OFFICE

STATE OF TENNESSEE
DAVIDSON COUNTY

Received for record this _____ day of _____ A. D. 19____

at _____ o'clock _____ M.,

Noted in Book _____ Page _____

Recorded in Book _____ Page _____

Recording Fee $ _____

_____ County Register

By _____ Dept. Reg.

Published by

TTT

TENNESSEE TITLE COMPANY

Nashville, Tenn.

Zone Office

LAWYERS TITLE INSURANCE CORPORATION

of Richmond, Virginia

OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 6294 PAGE 779

CO -CONVEYANCE	CC -CERTIFIED COPY	MISC -MISCELLANEOUS
MO -MORTGAGE	REL -RELEASE	CO TX -STATE TAX CONVEY
WD -WARRANTY DEED	UCC -UNIFORM COMMERCIAL CODE	MO TX -STATE TAX MORT
TD -TRUST DEED		PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			12138.17= CONT.	
			31.46 CSTAX	
			.00 PRFEE	
			6.43 MTGTX	
			DEED	37.89=
7631205/15/84			CHG	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 2 2 9 8 1

IDENTIF. REFERENCE

MAY 18 12 03 PM

No.0037115