K 2435

INSTALLMENT DEED—TENNESSEE TITLE COMPANY

FOR AND IN CONSIDERATION OF the sum of ---------- $15,800.00 ----------
SIXTEEN THOUSAND FIVE HUNDRED & 00/100---------- dollars, the sum of $4,200.00 ---------- cash in hand paid by the grantee hereinafter named, the receipt of which is hereby acknowledged, and the purchase money hereinafter mentioned, the said grantee ---------- have contracted their ---------- joint, ---------- lien note, of even date, in the principal sum of TWELVE THOUSAND & 00/100 DOLLARS ($12,000.00), payable to the order of J. S. Duval, Sr. and wife, Frances Duval, in monthly installments as follows, namely: On the 25th day of June, 1958, $75.00, and $75.00 on the 25th day of each consecutive calendar month thereafter, which payments shall be applied first to interest at the rate of 5½% per annum on the remaining unpaid balance from date and second to principal, until paid in full, with the privilege reserved to pay the number of, or all of said monthly installments on, or before, any due date, ----------

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.

we, J. S. Duval, Sr. and wife, Frances Duval, ----------

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

HERT L. BLAYLOCK AND WIFE, LOUIS RUTH BLAYLOCK, ----------

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

Land in the Tenth (formerly the 22nd) Civil District of said County, described as follows:

BEGINNING at a point in the center line of Lickton Pike, the southeast corner of this tract, and the southwest corner of a tract conveyed to R. H. Knox and wife, by deed of record in Book 1018, page 601, Register's Office for said County; thence along the center line of Lickton Pike, S. 36½° W. 967 feet to a point; thence N. 37° 45' W. 1107 feet to an iron pin; thence N. 45° E. 88.5 feet; thence N. 31½° E. 99 feet; thence N. 45° E. 208.2 feet; thence N. 5½° 152 feet to a 36-inch beech tree; thence S. 84° E., along the S. line of lands belonging to Trus, formerly Cummings or Wrather, 508.2 feet; thence S. 79.4 feet; thence S. 51° 15' E. 894 feet to the point of beginning, containing 19½ acres according to a survey made by George W. Watkins, Surveyor, on March 20, 1951, and being the same property conveyed to J. S. Duval, Sr. and wife, Frances Duval, by deed from Hardie H. Draper and wife, Goldie Pearl Draper, of record in Book 1809, page 237, said Register's Office.

(Grantors guarantee Grantees peaceful of above described property on, or before, thirty (30) days from the date of this instrument.)

(Taxes for the current year have been prorated and will be paid by the Grantees.)

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.

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 C. Vernon Hines, 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 (insurable value) 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 thereby, 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:

10 June 1957

FULL RELEASE

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