K 2591

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FORM 1003

FOR AND IN CONSIDERATION OF the sum of - - - - - - - - -$3,250.00- - - - - - - - -
THIRTY-TWO HUNDRED & FIFTY & NO/100- DOLLARS
of which $ 500.00- - - 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 executed their one joint lien note, of even date, in the principal sum of TWENTY SEVEN HUNDRED & FIFTY & NO/100 DOLLARS ($2,750.00), payable to the order of James W. Blair and wife, Betty E. Blair, on, or before, ONE YEAR after date, with interest at the rate of 6% per annum on the remaining unpaid balance from date, - - - - - -

[illegible] 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, James W. Blair and wife, Betty E. Blair, - - - - - -

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

HAROLD CHRISTIAN AND WIFE, SUSIE M. CHRISTIAN, their

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

Being Lot No. 1 on the Map of Blair Heights, Section Five, as of record in Book 2330, page 55, Register's Office for said County.

Said Lot No. 1 is described as follows:

BEGINNING at a point in the westerly margin of Donna Drive at the corner of Lots 1 and 2; thence with the line between said lots westerly 225.9 feet to a point; thence northerly 227.48 feet to the south margin of Old Hickory Boulevard; thence with the margin of the same easterly 202.31 feet to the beginning of a curve; thence around said curve, in a southeasterly direction, 48.7 feet to the westerly margin of Donna Drive; thence with the margin of the same southerly 210 feet to the point of beginning.

Being part of the property conveyed to James W. Blair and wife, Betty E. Blair, by deed from First American National Bank, Agent, of record in Book 2297, page 583, said Register's Office.

Taxes for the current year 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 [illegible] as they mature, as hereinafter provided, and for the [illegible] for the enforcement of said lien in the event of the nonpayment of said notes [illegible] H. H. Vaughn, [illegible] consideration of one dollar, [illegible] hand paid, we, the said grantees [illegible] hereby transfer and convey [illegible] 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 [illegible] (Insurable Value) [illegible] fully paid, and to have the [illegible] payable on the policy [illegible] 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 [illegible] the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things [illegible] expended as part of the indebtedness secured therein, the same to bear interest from the date of [illegible] said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and [illegible] then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes [illegible] or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided, we fail to reimburse [illegible] owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of [illegible] 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:

7 Sept. 1956 FULL RELEASE

T. B. Wilson James W Blair

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