K 2956

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FORM 1003

FOR AND IN CONSIDERATION OF the sum of $8,210.14

EIGHT THOUSAND TWO HUNDRED TEN AND 14/100 - DOLLARS

of which $ 500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for a part of the remainder the said grantees herein assume and agree to pay the remaining unpaid balance of a note dated August 7, 1959, executed by the grantors herein, payable to Home Federal Savings & Loan Association of Nashville, for the principal sum of $5,600.00, with interest at 5% per annum, and a 1% service fee per annum; principal, interest and service fee all payable $47.26 monthly, beginning September 1, 1959, and said debt secured by a deed of trust of record in Book 2977, page 427, Register's Office for Davidson County, Tennessee, and for the remainder the grantors herein have executed their one joint principal note of even date herewith, payable to Robert Miller Biggs, and wife, Mildred Rebecca Biggs, for the principal sum of $2,110.14, with interest at 6% per annum, both principal and interest payable $10.00 monthly, beginning one month from date, and to be applied first to payment of interest on the principal sum, or so much thereof as shall from time to time remain unpaid, and the balance to be applied to payment of principal, until the entire amount is paid in full.

The grantees herein shall have the right to pay any number of monthly installments at any time, or any amount of the principal at any time , without penalty or charge.

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, ROBERT MILLER BIGGS AND WIFE, MILDRED REBECCA BIGGS,

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

ROBERT WAYNE JONES AND WIFE, EVELYN CHRISTINE JONES,

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

Being Lot No. 13 on the Map of Greens Lane Gardens Homes Subdivision, a development by Allan Murphy, described according to a copy of a survey thereof made by Pete Meyers, Surveyer, as follows:
BEGINNING at a point in the south margin of Greens Lane, at the common corner of Lots Nos. 12 and 13; said point being 2,833.5 feet west of the center line of Ewing Road, as measured along the south margin of Greens Lane; thence with the line between said lots, south 12° 15' east 799.5 feet; thence south 77° 40' west 37.9 feet to a point; thence south 58° west 62 feet to the common corner of Lots Nos. 13 and 14; thence with the line between said lots, north 12° 15' West 816 feet to the south margin of Greens Lane; thence with the margin of the same, north 77° 40' East 100 feet to the point of beginning.
Being the same property conveyed to Robert Miller Biggs and wife, Mildred Rebecca Biggs by deed from Walter L. Biggs and wife, as of record in Book 2735, page 397, 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.

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 Note 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 L. H. DILLON, 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 herein, 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:

PG 445