K 3132

Book 2332 Page 607

607

FORM 1002

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FOR AND IN CONSIDERATION OF the sum of $5.00 cash and other good and valuable considerations

of which $6,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees , Alvin C. Russell and wife, Frances Ross Russell, have executed a note in the sum of $31,250.00, dated September 19, 1960, due on or before twelve months from date, payable to the order or Paramount Homes, Inc., bearing interest at the rate of 6 per cent per annum;

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,

Paramount Homes, Inc.

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

Alvin C. Russell and wife, Frances Ross Russell

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

Being Lot No. 171 on the plan of Hillwood Estates, Section 9, Part 2, of record in Book 2331, page 28, Register's Office for said County.

Said Lot fronts 200 feet on the easterly side of Darden Place and extends back 468.7 feet on the northerly line and 433.5 feet on the southerly line to a dead line in the rear and measures 131.8 feet.

Being the same property conveyed to Paramount Homes, Inc., by deed from H. G. Hill Realty Co., of record in Book 2498, page 253, said Register's Office.

Said property is conveyed subject to restrictive covenants contained in an instrument executed by H. G. Hill Realty Company to Paramount Homes, Inc., dated March 16, 1956, filed for record April 2, 1956, in Book 2498, page 253, Register's Office for said County, and also subject to the limitations, easements and owner's certificate as set out on the Plan of said Subdivision which is of record in Book 2331, page 28, 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, that the same is unincumbered, except for 1960 taxes which purchasers assume and agree to pay. 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. B. Kelley Trustee, his successors and assigns, the real estate hereinabove described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, viz.: 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 $ 30,000.00 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 tenor, 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 County 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 collect the rents and profits arising therefrom, applying the proceeds, less reasonable expenses of collection, to the payment of said notes, whether due or not, and the Trustee may continue to collect said rents and profits until the equity of redemption is barred or foreclosed hereby. In case of a sale hereunder, the proceeds will be applied by the Trustee as follows:

25 Sept 1961

K 607