BK 3134

FORM 1000

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FOR AND IN CONSIDERATION the sum of $510.00

Five Hundred ten and ----------no/100---------- DOLLARS

of which $10.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed her promissory note in the amount of $500.00 payable to Flem B. Otey, Jr., and wife, Edith Otey, on or before October 10th, 1961

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 hereby conveyed.

We, Flem B. Otey, Jr. and wife, Edith E. Otey

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

Ellen E. Gordon, a widow

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

Land in Davidson County, Tennessee, being Lot No. 54 on the Plan of George Shields Addition to North Nashville, as of record in Book 57, page 62, Register's Office for said County.

Said Lot No. 54 fronts 50 feet on the southside of Heiman Street, and runs back between parallel lines, 140 feet to an alley.

Being part of the property conveyed to Flem B. Otey, Jr., by deed from E. Green, unmarried, as of record in Book 655, page 182, said Register's Office.

[redacted]

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 full right to convey it, and that the same is unincumbered.

We bind ourselves and our heirs, executors and administrators 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 having and more effectually securing the payment of said the note, and including attorney's fees, the conditions for the abatement of said lien in the event of the non-payment of said notes, or either thereof, as hereinbefore provided, and for the consideration of one dollar, to us in hand paid, we, the said grantors, hereby do hereby transfer and convey unto J. F. McClellan Trustee, his successor and assigns, the said real estate hereinbefore described, with all the hereditaments and appurtenances thereto belonging, for the purpose aforesaid, viz: We, the said grantors do hereby agree to keep all buildings thereon, or to be thereon, insured in some reliable fire insurance company or companies for at least the sum of $ 500.00 until the note herein granted are fully paid, and in case of loss, policy payable as the rights of parties may appear, and we hereby assign to the said Trustee, or his successor, all policies upon the buildings on said lands, and authorize the said Trustee upon the failure of the grantors to keep the buildings insured as herein provided, to insure the same for the benefit of the holder of the notes secured hereby, and the grantors agree to pay the premium on such insurance when demanded by the said Trustee, or his successor, and the same shall be secured by the lien hereby created, and in case of the refusal of the grantors to pay the premium on such insurance when demanded, the said Trustee, or his successor, may pay the same and add the amount thereof to the principal of the notes secured hereby, and the same shall bear interest from the date of payment by the said Trustee, or his successor, at the rate of six per cent per annum, and be secured by the lien hereby created, and the said Trustee, or his successor, may insure the buildings on said lands