BK 3223

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FORM 1002

FOR AND IN CONSIDERATION OF the sum of $5500.00
FIVE THOUSAND FIVE HUNDRED AND NO/100---------- DOLLARS
of which $ 1,600.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees herein have executed their one promissory note of even date herewith, for the sum of $3900.00, payable to the GRANTORS herein, with interest at 6% per annum, both principal and interest payable $118.65 monthly, said payments are 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,

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.

WESTERN HILLS DEVELOPMENT COMPANY

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Clyde Wilson, Bill Graham, Wm. M. Pirtle, Jr., J. F. Swain and J. C. Parks, Trustees of Pennington Bend Church of Christ

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

being a tract marked "Reserved" on the Plan of Sutherland Heights, Section III, of record in Book 2663, page 117, Register's Office for said County, adjoining Lots No. 103, 104 and 121 on said plan, and described as follows:

BEGINNING at the common corner of Lots No. 102 and 103 on said Plan, being the most westerly corner of Lot No. 102 and the most southerly corner of Lot No. 103 on said Plan; thence with the southwesterly line of Lot No. 103, northwesterly 287.5 feet to a point, a corner of Lot No. 103; thence with the northwesterly line of Lot No. 103 and part of Lot No. 104, northeasterly 267.5 feet to a point, a corner of Lot No. 121 on said Plan; thence with the southwesterly line of said lot, northwesterly 263.7 feet to a point in the westerly boundary line of said Subdivision; thence with the boundary of said Subdivision, as follows: South 3° 02' West 18.95 feet; South 2° 05' West 50.1 feet to a point; South 2° 41' West 845.8 feet to a point; thence South 6° 27' East 59.5 feet to a point; thence North 74° East 175.7 feet to a point; thence North 6° 45' East 372.2 feet to the point of beginning.

Being part of the property conveyed to WESTERN HILLS DEVELOPMENT COMPANY, by deed from Joe E. Sutherland and wife, of record in Book 2859, page 57, said Register's Office.

The above described property is conveyed subject to restriction set out in deed of record in Book 2859, page 57, said R. O., filed December 17, 1958, which reads as follows: "It is covenanted and agreed that no residence will be erected thereon containing less than 1000 square feet of floor space as determinded by outside measurements of such residences with either attached or basement garages."

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 L. M. Nelson 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:

29. June 196

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