BK 3284

FORM 1000 INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FOR AND IN CONSIDERATION OF the sum of
Eleven Thousand Nine Hundred Fifty---------- DOLLARS
of which $ 495.00 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 and delivered their single promissory lien note in the amount of $11,455.00 payable to the order of Herman Wind and wife, Patricia Helen Wind, in monthly installments of $62.50 each beginning November 21, 1961. Out of each installment interest at 6 per cent per annum will first be deducted and the balance thereof applied to principal. Succeeding payments to fall due on the 21st day of each month.

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,

Herman Wind and wife, Patricia Helen Wind

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

Benjamin Joseph Butler and wife, Mary E Butler.

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

Being Lot No. 40 on the Map of L. H. Davis' Subdivision of Lot No. 41, Clifton Plan of Lots, of record in Book 57, page 100, Register's Office for said County.

Said Lot fronts 50 feet on the westerly side of 43rd Avenue North and runs back between parallel lines 150 feet to an alley.

[redacted]

TO HAVE AND TO HOLD the said real estate, with the appurtenances, unto said grantees, their heirs and assigns forever. We covenant with said grantees that we are lawfully seized and possessed of said real estate; that we have a good right to sell and convey it, and that the same is unincumbered,

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 fixing and more effectually securing the payment of said lien note, and including interest and attorney's fees as aforesaid, and in consideration of said dollar, the receipt of which is hereby acknowledged, and of the sum of One Dollar to us in hand paid by J. B. Watson, Jr. Trustee, the receipt whereof is hereby acknowledged, we, the said grantors, do hereby bargain, sell, convey and confirm unto the said J. B. Watson, Jr. Trustee, his successor and assigns, the above described property, to have and to hold the same, with all the appurtenances thereunto belonging, forever.

Insured in sums suitable for thereon, upon the improvements now or hereafter erected on said property, with loss, if any, payable to the said Trustee, as his interest may appear, and in case of failure to do so, the said Trustee may procure such insurance at the cost of the grantors, which cost shall be secured hereby. In case of loss, the said Trustee is authorized to collect and receipt for any insurance money, and apply the same, at his option, to the indebtedness hereby secured, whether due or not, or to the restoration of the improvements. In case of default in the payment of any of the indebtedness hereby secured, or in the performance of any of the covenants herein contained, the said Trustee, upon the request of the holder of said indebtedness, shall enter upon and take possession of said property, and may, with or without such possession, sell the same at public outcry to the highest bidder for cash or credit, at the door of the Courthouse of Davidson County, Tennessee, after first giving twenty days notice of the time, place and terms of such sale by three publications in a newspaper published in said County, and shall execute bill of sale or deed to the purchaser. The proceeds of such sale shall be applied first to the payment of all costs, charges and commissions incident to such sale, including reasonable attorney's fees, and then to the payment of said indebtedness, whether due or not, rendering the surplus, if any, to the grantors. The said Trustee may be required to sell said property by the holder of said indebtedness, and shall be required to do so upon the written request of the holder of said indebtedness, if the same be then due, and the said Trustee shall be entitled to a reasonable compensation for his services. In case of the death, absence, inability or refusal to act of said Trustee, at any time when action under these presents becomes necessary, the Register of Davidson County, Tennessee, shall appoint a substitute Trustee, upon application of the holder of said indebtedness, and such substitute Trustee shall succeed to all the rights, powers and duties of said Trustee. The grantors hereby waive any and all rights of homestead and exemption in said property as to said indebtedness.

Witness our hands this 6500.00

[redacted]

PG 571