BK 3309

FORM 1003

# INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FOR AND IN CONSIDERATION OF the sum of THREE THOUSAND AND NO/100 - - - - - - - - - - - - - - - - - - - - - - - - - - - - (\$3,000.00) - - - - - - - - - - - - - - - - - - - - - - - - DOLLARS of which \$ 750.00 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 their joint promissory note of even date herewith in the amount of \$2,250.00; said note is payable to the order of Herschel Greer, Trustee, in annual instalments as follows:

\$750.00 payable on November 9, 1962
\$750.00 payable on November 9, 1963
\$750.00 payable on November 9, 1964

Said note is to bear interest at the rate of 6% 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,

I, Herschel Greer, Trustee

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

B. J. Seals and wife, Montye C. Seals

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

Land in the 11th Civil District of Davidson County, Tennessee, described according to a survey made by Hal Swann, Jr., Surveyor, dated October 25, 1961, as follows: Beginning at a concrete monument in the southerly margin of Berwick Trail, at the northeasterly corner of Lot No. 10, Marlin Meadows, Section V, as of record in Book 2133, page 42, thence along the margin of Berwick Trail, South 45° 06' East 8.54 feet to another concrete monument; continuing with the margin of Berwick Trail, South 46° 31' East 241.80 feet to a concrete monument at the northwest corner of Lot No. 58B, Marlin Meadows, Section IV, plan of which is of record in Book 2330, page 113, thence South 43° 23' West 880 feet to a concrete monument on the bank of the Cumberland River; thence continuing in the same direction 70 feet more or less to the low water mark of the Cumberland River, as established by Coffer Dam; thence along said Coffer Dam, northwesterly to a point opposite and at the southwest corner of Lot No. 10, Marlin Meadows, Section V, above referred to; thence with the line of the same, passing an iron stake, at 100 feet, North 43° 27' East 855.5 feet more or less to the point of beginning, and containing 5 acres, more or less. Being property conveyed as hereinabove set out.

Being part of the property conveyed to Herschel Greer, Trustee, by deed, from Albert H. Thomas, Trustee, of record in Book 1915, page 615, Register's Office for Davidson County, Tennessee.

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 W. E. Buist, Jr. 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 \$ 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 therein, 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 527