BK 3578

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INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FORM 1005

FOR AND IN CONSIDERATION OF the sum of $12,803.52

TWELVE THOUSAND SEVEN HUNDRED SEVENTY THREE AND 28/100---------- DOLLARS

of which $ 100.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for a part of the remainder the said grantees herein assume and agree to pay the remaining unpaid balance of a note dated Oct. 20, 1960, executed by the grantors herein, payable to Murphree Mortgage Company, for the original sum of $12,350.00, with interest as set forth in said note; both principal and interest payable $72.12 monthly, beginning Dec. 1, 1960, final payment due Nov. 1, 1990, and said debt secured by a deed of trust of record in Book 3146, page 49, Register's Office for Davidson County, Tennessee, and said debt having since been assigned to State Mutual Life Assurance Company of America, by an instrument of record in Book 3192, page 561, said Register's Office; and for the remainder the grantees herein have executed their one note of even date herewith, payable to the grantors herein, for the sum of $800.00, with interest at 6% per annum, both principal and interest payable $30.00 monthly, beginning 60 days from date hereof; said payment to be applied first to payment of interest on the principal amount, 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,

WE, ADOLPH J. OWENS AND WIFE, HILDEGARDE M. OWENS,

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

IVAN MONDA AND WIFE, GLADYS MONDA

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

Being Lot No. 15 on the Plan of Una Manor, Section II, as of record in Book 2900, page 95, Register's Office for said County.
Said Lot No. 15 fronts 95 feet on the south side of Forges Drive, and runs back 291.5 feet on the east line and 322 feet on the west line, to a dead-line in the rear, which is a broken line, on which it measures 102.1 feet.
Being the same property conveyed to Adolph J. Owens and wife, Hildegarde M. Owens, by deed from Una Manor Homes, Inc., as of record in Book 3136, page 289, 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, 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 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:

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