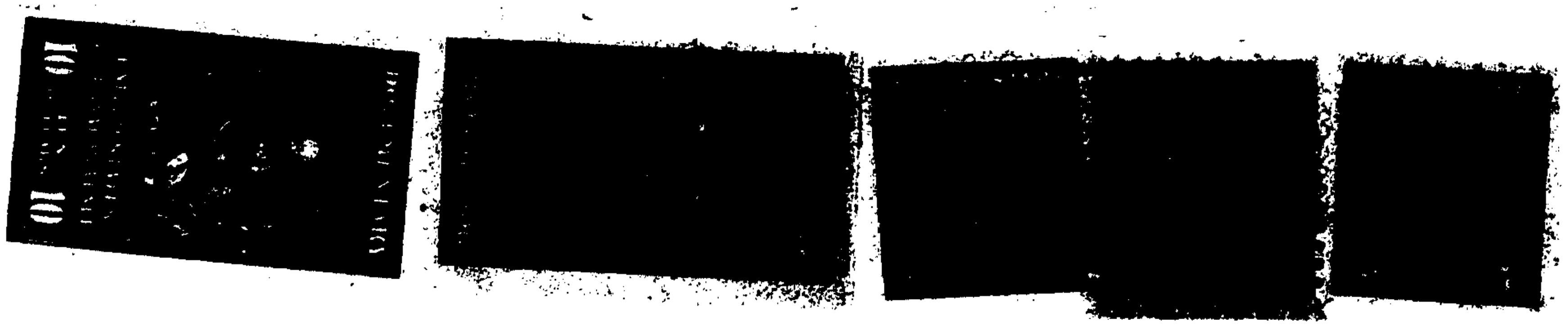
K 3649

FORM 1068

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FOR AND IN CONSIDERATION OF the sum of FOURTEEN THOUSAND FIVE HUNDRED & no/100 ($14,500.00) - DOLLARS

of which $ 2500.00 has been paid in cash by the grantee/ hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee/ has executed and delivered her promissory note of even date herewith in the sum of $12,000.00 payable to Malvina Radford Huffer as follows: said principal and accrued interest shall be payable in monthly installments of $133.32 each the first payment to be due Jan. 20th, 1964 and another payment on the same day of each succeeding month until the entire debt with interest is paid in full. Payments shall be applied first to interest on the unpaid balance at the rate of 6% per annum and the remainder applied to principal until the debt is paid in full and extra payments may be made at any time and interest will be charged only on the unpaid balance



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, Malvina Radford Huffer, a widow

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Carl, Eva Holt, to her sole and separate use, free from the debts, contracts, or marital rights of her present or any future husband, with full power vested in her to sell, mortgage, transfer or otherwise convey as if she were a feme sole,

herein called grantee/, her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being part of Lot No. 47 on the Map of O.B.Hayes' Plan of Large Lots, as of record in Book 21, page 87, Register's Office for said County, described as follows:

BEGINNING at a point in the westerly margin of 16th Avenue South, as now widened, and located 50 feet north of the southeast corner of said Lot No. 47; running thence northerly 60-2/3 feet to a point; thence at right angles westerly 156 feet more or less to the easterly margin of an alley, at a point 552.9 feet south of the southerly margin of Weston Avenue; thence with the margin of said alley, 60-2/3 feet to a point; thence easterly parallel to the south line of said Lot No. 47, 156 feet more or less to the beginning.

Being the same property conveyed to Malvina Radford Huffer, to her sole and separate estate, by deed from Granville Puckette, et al, as of record in Book 3572, page 500 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 grantee, 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., except taxes for 1963 which have been prorated and are assumed by the grantee herein.

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 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 $ 12,000.00 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 [illegible] keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. [illegible] 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 [illegible] the Trustee or lawful owner and holder of said notes for all sums, with interest, [illegible] within thirty days from date of such payment, this trust conveyance [illegible] of said notes, or any of said notes then past due [illegible] and the said Trustee, or his successor in trust, is hereby [illegible] in any newspaper, daily or weekly, published in Davidson [illegible] to the highest bidder for cash, at public outcry, [illegible] which are hereby expressly waived; and the said Trustee [illegible] a deed to the purchaser. The creditor may bid at any sale [illegible] the payment of any one of said notes, enter and take [illegible] agree that in the event the Trustee fails [illegible]

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