TTC 172458
TTC 172459

Installment Deed

FOR AND IN CONSIDERATION of the sum of TWENTY-FIVE THOUSAND ($25,000.00) *Dollars,*

of which FIVE THOUSAND ($5,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder TWENTY THOUSAND ($20,000.00)* *Dollars,*

James T. Hamsley and his mother Dorothy Hamsley,

have executed

their joint and several promissory note, of even date herewith, in the principal sum of $20,000.00, payable to the order of J. W. Pulley and wife, Esther A. Pulley in monthly installments of $168.78 each, to be applied first to interest at 6% per annum and then to the reduction of principal, beginning September 1, 1964, and continuing on the same day of each succeeding month until the total of principal and interest is paid,

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, J. W. PULLEY and wife, ESTHER (A.) PULLEY,

have this day bargained and sold, and do hereby transfer and convey unto the said JAMES T. HAMSLEY and his mother, DOROTHY HAMSLEY,

their *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

X TRACT NO. 1:

Being part of the north part of Lot No. 59 on the Map of Jones and Bradford's Subdivision, as of record in Book 161, page 142, Register's Office for said County and described according to a copy of a survey made February 12, 1945 by S. R. Sanford, Jr., Surveyor and partly described and shown on a Surveyor's Certificate, as of record in Book 3281, page 301, Register's Office, as follows:

Beginning at a point in the west margin of Gallatin Pike at a Railroad spike 22.5 feet south of the south margin of an alley, which alley is marked by a cross cut in the sidewalk; thence westerly 60 feet to a stake; thence northerly 21 feet to a stake in the south margin of said alley in a fence line, said point being 65 feet west of the west margin of the Gallatin Pike, as measured from the cross cut in the sidewalk above mentioned; thence with the margin of said alley, westerly 34 feet to a post and stake at the corner of Lot No. 58 and 59 in a fence line; thence along the line between said lots and along said fence southerly 52½ feet to a point; thence easterly 85.7 feet to a railroad spike in the west margin of the Gallatin Pike, being 85 feet 6 inches north of the north margin of Sharpe Avenue; thence with the west margin of said Pike northerly 50 feet to the point of beginning.

Being the same property conveyed to Esther Pulley and husband, J. W. Pulley, by deed from Frank Higgins and Joe Frank, as of record in Book 1314, page 220, said Register's Office.

TRACT NO. 2:

Being Lot No. 58 on the Plan of Jones and Bradford's Subdivision, as of record in Book 161, page 142, Register's Office for said County.

Said Lot No. 58 fronts 50 feet on the northerly side of Sharpe Avenue and runs back between parallel lines 154-½ feet to an alley.

Being the same property conveyed to J. W. Pulley and wife, Esther A. Pulley, by deed from Edgar M. Bazzell and wife, of record in Book 2960, page 159, said Register's Office.

As to Tract No. 2, this conveyance is made subject to an easement granted City of Nashville by instrument of record in Book 2096, page 513, said Register's Office.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James T. Hamsley and his mother, Dorothy Hamsley, their *(successors), 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 for 1964 Metro taxes which have been prorated and assumed by the Buyers.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* James T. Hamsley and mother Dorothy Hamsley, their *(successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said James T. Hamsley and his mother Dorothy Hamsley, *hereinafter referred to as trustors, hereby transfer and convey unto* William H Mercer, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $....., or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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 trust conveyance. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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:

1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to trustors, their order, representatives or assigns.

In case of the death, absence, inability, or refusal to act of said trustee at any time when action under the foregoing power and truste may be required, the lawful owner and holder of said indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 31st *day of* July, *19* 64

J. W. Pulley

Esther (A.) Pulley

James T. Hamsley

Dorothy Hamsley

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Reau E. Folk, Jr., *a Notary Public in and for said County and State,* J. W. Pulley and wife, Esther (A.) Pulley and James T. Hamsley and Dorothy Hamsley,

*the within named bargainor*S, *with whom I am personally acquainted, and who acknowledged that* they *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 31st *day of* July, *19* 64.

REAU E. FOLK JR. NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Reau E. Folk Jr. *Notary Public*

Commission expires July 26, 1966

STATE OF.....
COUNTY OF.....

BOOK 3797 PAGE 421

Personally appeared before me, ...*, a Notary Public in and for said County and State,* .....

.....

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that..... executed the within instrument for the purposes therein contained.

Witness my hand and official seal at.....,
this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ...*, a Notary Public of the State and County aforesaid, personally appeared.....,*
with whom I am personally acquainted, and who, upon oath, acknowledged .....self to be.....
.....of the.....,
the within named bargainor, a corporation, and that .....he as such.....,
being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporatoin by .....self as.....

Witness my hand and seal, at office in.....,
this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

STATE TAX $ 37.50
PROBATE $ 3.00
TOTAL
AUG 4 1964

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID AUG 4 1964
cT

Ille Rear E. Tech Jr

INSTALLMENT DEED

REF

FROM J. W. PULLEY and wife,

TO JAMES T. HAMSLEY and DOROTHY HAMSLEY

44608

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

AUG 4 2 35 PM

NOTE BOOK 109 PAGE 63

RECORDING FEE $ 2.50

DEP. REG. .....

