INSTALLMENT DEED

MAP 82-4
PAR. 5 M.P.

For and in Consideration of the sum of Nine hundred thirty four and 87/100---
-----($9,134.87)---------- Dollars,
of which Three hundred--------($300.00)--------- Dollars,
has been paid in cash by Riley Walker and wife, Doris E. Walker to Donald L. Derrickson and wife, Velma R. Derrickson
the receipt of which is hereby acknowledged, and for the remainder
Eight eight hundred thirty four and 88/100 ----($8,834.88)---- Dollars,
the said Riley Walker and wife, Doris E. Walker have

this day assumed and agreed to pay a note in the amount of $8,534.87 held by the Nashville Mortgage Company, payable in monthly installments of $73.22 and secured by an instrument of record in Book 3467, page 174 in the Register's Office for Davidson County, Tennessee; the said Riley Walker and wife, Doris E. Walker have also this day executed their promissory note on the property hereinafter described payable to Donald L. Derrickson and wife, Velma R. Derrickson, in the amount of $300.00 payable $20.00 per month, the first of which payments shall be due and payable February 11, 1965, and a similar payment of $20.00 on the same day of each successive month until the balance is paid in full. Said installment payments shall include both principal and interest at the rate of 6% per annum,

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, the said Donald L. Derrickson and wife, Velma R. Derrickson have this day bargained and sold, and do hereby transfer and convey unto the said Riley Walker and wife, Doris E. Walker, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A certain tract or parcel of land situated in Davidson County, Tennessee, described as follows to wit:

Being Lots. No. 70 and 71 and the southerly half of Lot No. 72 on the Plan of Oakwood Park, as of record in Book 421, page 12, Register's Office for said County. Said Lots No. 70, 71 and the southerly half of Lot No. 72 front together 77.5 feet on the easterly side of North Fifth Street and run back between parallel lines 165 feet to an alley.

Being the same property conveyed to Donald L. Derrickson and wife, Velma Ree Derrickson by deed from the Federal Housing Administration, of record in Book 3467, page 174 in the Register's Office for Davidson County, Tennessee.

Send tax statements to Riley Walker and wife, at 1105 North 5th Street, Nashville 6, Tennessee.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Riley Walker and wife, Doris E. Walker, 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 said real estate to said Riley Walker and wife, Doris E. Walker 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 Riley Walker and wife, Doris E. Walker

do hereby transfer and convey unto Carole C. Smith, 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 Riley Walker and wife, Doris E. Walker

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 interst 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 Riley Walker and wife, Doris E. Walker 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 trust 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:

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 notes 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 Riley Walker and wife, Doris E. Walker, their 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 trusts may be required, the lawful owner and holder of said lien notes, or, if more than one, then of the first-maturing unpaid note, 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 Carole C. Smith, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said Donald L. Derrickson and wife Velma R. Derrickson and Riley Walker and wife, Doris E. Walker hereunto set our hands at Nashville, Tennessee, this the 11th & 14th day of January 19 65

Donald L Derrickson
Velma R Derrickson
Riley Walker
Doris E Walker

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received

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STATE OF TENNESSEE
Davidson County

Personally appeared before me, JOHN R. HENRY, a Notary Public in and for said County and State, the within named Donald L. Derrickson and wife, Velma R. Derrickson, and Riley Walker and wife, Doris E. Walker, the bargainor, 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 11th & 14th day of January, 1965

Commission Expires May 16, 1965

John R Henry, Notary Public.

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

_____

_____

the 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
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____

My commission expires _____

_____
Notary Public

C. T.

INSTALLMENT DEED

FROM

DONALD L. DERRICKSON AND WIFE

VELMA J. DERRICKSON

TO

RILEY WALKER AND WIFE

DORIS E. WALKER

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Instrument Satisfactory

6 5 5 2 3

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JAN 18 10 11 AM '65

NOTE BOOK 110 PAGE 134
RECORDING FEE $ 2.50
DEP. REG.

STATE TAX $ 13.20
PROBATE 50
TOTAL $ 13.70

JAN 18 1965

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

PAID JAN 18 1965

C T

Book 3851 PAGE 884