BOOK 3856 PAGE 178

Send for bills to Voorhees Realty Co 1404 Broadway

Map 117-11
Par. 6
7DA 24910

M.O.

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of Sixty-Five Thousand ($65,000.00) Dollars, of which $16,000.00 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 two promissory notes of even date herewith, each note being in the principal sum of $24,500.00, with interest at the rate of 6% per annum, payable in monthly installments at the rate of $239.10, including interest, commencing February 1, 1965, with a final payment being due on January 1, 1977, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, we, Earl Walker Tidwell and wife, Lucille Tidwell, Mabel Walker, Thomas T. Walker, Naomi R. Walker and H. Carolyn Walker, hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Voorhees Realty, Inc., herein called grantee, its successors or assigns, certain real estate in Davidson County, Tennessee, as follows:

> Land in Davidson County, Tennessee, being Lots Nos. 1 and 2 of Block "E" on the Plan of Hillsboro Views Development Company's Subdivision, as of record in Book 974, pages 64 and 65, Register's Office for said County.
>
> Said Lots Nos. 1 and 2 front together 100.95 feet on the westerly side of Hillsboro Road and runs back 163.9 feet on the northerly line and 140 feet on the southerly line, with the northerly margin of Henry Avenue, to an alley, measuring 98 feet thereon.
>
> A 1/2 undivided interest in said property was conveyed to Earl Walker Tidwell and wife, Lucille Tidwell, by deed from James W. Walker and wife, dated May 27, 1946, filed July 1, 1946, and recorded in Book 1369, page 288, said Register's Office, and a 1/2 undivided interest was devised under the will of J. W. Walker, deceased, of record in Will Book 72, page 404, County Court for said County.
>
> Taxes for the year 1965 are assumed by the grantee.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantee, its successors or 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 grantee, its successors or 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, as they mature, as hereinafter provided, and for the consideration of One Dollar, to it in hand paid, the said grantee herein does hereby transfer and convey unto C. D. Berry, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging for the purposes aforesaid, only. The grantee does 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 $ 30,000.00 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 owners and holders of said notes, as they may appear. It further agrees 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 it fails to do either, then the said Trustee, or the lawful owners and holders of said notes, or either of them, may do any and 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 the said grantee 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 it fails

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, it fails to reimburse the Trustee or lawful owners and holders of said notes for all sums, with interest, so expended by said Trustee, or lawful owners and holders 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 owners and holders of said notes, or either 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 creditors may bid at any sale under this conveyance. Waiver of one default shall not be waiver of subsequent defaults, such right being a continuing one.

Grantee agrees that the Trustee, may at any time, after default in the payment of either of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. It further agrees 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 cash 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 the grantee herein, its successors 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 trust may be required, the lawful owners and holders 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 the said 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 grantors and grantee, have hereunto set our hands this the 8 day of January, 1965.

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

Grantors

VOORHEES REALTY, INC.

By William R. Voorhees, Pres.

Grantee

Attest:

ex Treas.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Eloise E. Dowe, a Notary Public in and for said County and State, the within named Earl Walker Tidwell, Lucille T. Tidwell, and Mabel Walker, the bargainors, 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 1st day of February, 1965.

RECORDER'S MEMO: ...lity of Writing, Typing or Printing in This ... Received.

Elaine E. Dowe
Notary Public

My commission expires: February 1, 1967.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Mabel P. Dunnebacke, a Notary Public in and for said County and State, the within named M. Carmine Walker, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 20th day of January, 1965.

Mabel P. Dunnebacke
Notary Public

My commission expires: July 20, 1966

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Mabel P. Dunnebacke, a Notary Public in and for said County and State, the within named [illegible], the bargainor, with whom I am personally acquainted, and who

acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 19th day of January, 1965.

Mabel P. Dunnebacke
Notary Public

My commission expires: July 20, 1966

STATE OF Maryland
CITY
~~COUNTY~~ OF Baltimore

Personally appeared before me, LAWRENCE H. DEVRIES JR. NAOMI MOPPINS, a Notary Public in and for said County and State, the within named Naomi Mopkins, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Baltimore, Maryland, this 18 day of January, 1965.

Lawrence H. DeVries Jr.
Notary Public

My commission expires: May 1965

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Eloise E. Dowe, a Notary Public within and for the State and County aforesaid, personally appeared William S. Voorhees and Edward B. Voorhees, with whom I am personally acquainted and who upon their several oaths acknowledged themselves to be the President and Secretary-Treasurer, respectively, of the Voorhees Realty, Inc., the within named bargainor, a corporation, and that they as such President and Secretary-Treasurer, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation

by the said William S. Voorhees and Edward B. Voorhees _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said William S. Voorhees as such President and attesting the same by the said Edward B. Voorhees, as such Secretary.

Witness my hand and official seal at office at Nashville, Tennessee, on this the 1st day of February, 1965.

Elaine S. [illegible]
Notary Public

My commission expires: February 19, 1967









STATE TAX $ 97.50
PROBATE .50
TOTAL $ 98.00

FEB 1 1965

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

PAID FEB 1 - 1965
CT

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in this document unsatisfactory for photographic recording.

East Dickson Tennessee
to
Davidson County, Tenn.

INSTALLMENT DEED

67244

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

FEB 2 9 29 AM '85

FEE $ 110
RECORDING FEE 4.25
DEP. REG. X

DEARBORN, BERRY & WARNER
ATTORNEYS AT LAW
400 COMMERCE UNION BANK BUILDING
NASHVILLE, TENN. 37219