Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO	MAP PARCEL NUMBERS
James R. Lawson (NAME)	James R Lawson (NAME)	3D 29630 3D 29635 3D 29640
2101 Elm Hill Pike (STREET ADDRESS OR ROUTE NUMBER)	2101 Elm Hill Pike Nash 10 (STREET ADDRESS)	MAP 95
Nash (CITY) 10 (P. O. ZONE) Tenn (STATE)	Nash (CITY) 10 (ZONE) Tenn (STATE)	PAR 15, 16, 17
		M.P.

FOR AND IN CONSIDERATION of the sum of FIFTEEN THOUSAND AND NO/100 ($15,000.00) - *Dollars,*

of which TWO THOUSAND FIVE HUNDRED AND NO/100 ($2,500.00) - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder TWELVE THOUSAND FIVE HUNDRED AND NO/100 ($12,500.00) - *Dollars,*

James R. Lawson and wife, Marie J. Lawson

have executed

executed an installment deed note of even date in the principal amount of Twelve Thousand Five Hundred and no/100 ($12,500.00) Dollars payable to the order of Ray Appleton and wife, Ida Mae Appleton. Said note being payable in seven annual installments with the first six (6) installments being One Thousand Seven Hundred Eighty-Five and 71/100 ($1,785.71) Dollars with the seventh (7th) installment being One Thousand Seven Hundred Eighty-Five and 74/100 ($1,785.74) Dollars plus interest at the rate of six per cent (6%) per annum. First payment due and payable one year from even date. Said note may be paid in full on any paying date.

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, Ray Appleton and wife, Ida Mae Appleton

have this day bargained and sold, and do hereby transfer and convey unto the said

James R. Lawson and wife, Marie J. Lawson

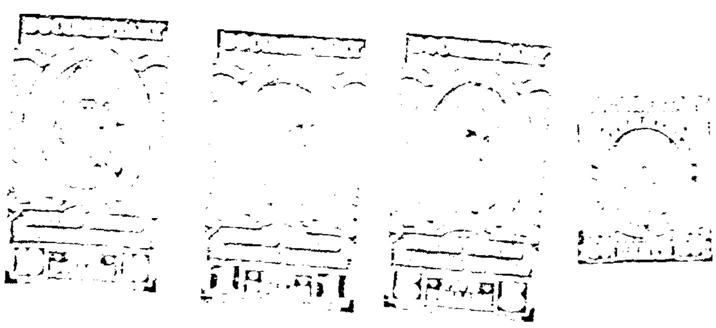
their (XXXXXX), *heirs and assigns,*

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

Being Lots Nos. 3, 4 and 5 on the unrecorded plan of Joe Todd's Subdivision, described together according to a survey made by George W. Watkins, Surveyor, November 4, 1949, as follows:

Beginning in the center of Elm Hill or Stones River Road, at the corner of Lots Nos. 2 and 3 on said unrecorded plan, being 227 feet east of the center of bridge; thence with the center of said Road, north 82 deg. 45' east 300 feet to the northwest corner of Lot No. 6; thence with the line between said Lots Nos. 5 and 6, south 15 deg. 15' east 531.9 feet; thence south 72 deg. 30' west 300 feet to a stake; thence north 15 deg. 15' west 585.5 feet to the beginning.

Being the same property conveyed to Ray Appleton and wife, Ida Mae Appleton, by deed from James C. Osborne and wife, Roberta B. Osborne, of record in Book 3437, page 531, Register's Office for Davidson County, Tennessee.



unimproved ( )
This is improved ( ) property, known as 2107 (House Number) Elm Hill (Street) P. O. Address: Nash (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James R. Lawson and wife, Merie J. Lawson their ~~XXXXX~~, *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* James R. Lawson and wife, Marie J. Lawson their ~~XXXXXXX~~, *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 R. Lawson and wife, Marie J. Lawson *hereinafter referred to as trustors, hereby transfer and convey unto* Dewey W. Pedigo *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 hereby 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 their interest may appear.

Trustors further agree to pay all taxes and assessments levied upon said property, and to pay them when due, and upon demand of said trustee, or the legal owner and holder of said indebtedness, to pay, discharge or remove any and all liens or encumbrances upon said property that shall adversely affect the lien of this instrument, or the priority thereof, and to keep said property in good repair and free from waste, and not to remove or demolish any building thereon. In the event any building on said property shall hereafter be injured or destroyed by fire, or other casualty, the proceeds of any policy insuring the same shall be applied upon the indebtedness secured hereby, whether the same shall then be due or not.

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 trusts 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 4 *day of* February, 1965.

Ray Appleton

Ida Mae Appleton

James R. Lawson

Marie J. Lawson

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me [illegible] *a Notary Public in and for said County and State* Ray Appleton and wife, Ida Mae Appleton and James R. Lawson and wife, Marie J. Lawson

the within named bargainors 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* 4 *day of* February, 1965

[illegible] Notary Public

My commission expires [illegible]

STATE OF)
)
COUNTY OF)

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.....

BOOK 3575 PAGE 34

INSTALLMENT DEED

FROM

RAY APPLETON, ET UX

TO

JAMES R. LAWSON, ET UX

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE

PEDIGO & SAINDON

Cons 15,000 00

STATE TAX $ 22.50
PROBATE 50
TOTAL $ 93.00

FEB 5 1965

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

PAID FEB - - '65

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