Installment Deed

BOOK 3858 PAGE 202

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO	MAP PARCEL NUMBERS
J. Edwin O'Brien	J. Edwin O'Brien	6D-W8-34120
(NAME)	(NAME)	
947 Woodmont Boulevard	947 Woodmont Boulevard	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee	Nashville, Tennessee	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Two Thousand and No/100 ---------- ---------- ($2,000.00) ----------*Dollars,*

of which Five Hundred and No/100 ---------- ---------- ($500.00) ----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder One Thousand Five Hundred and No/100 ---------- ($1,500.00) ----------*Dollars,*

J. Edwin O'Brien and wife, Ola M. O'Brien *have executed*

one note of even date herewith in the principal sum of $1,500.00, payable to the order of Lena Lewis in three semi-annual installments of $500.00 each, said installments falling due on or before six, twelve and eighteen months from date, with interest at the rate of 6% per annum, payable semi-annually from 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, I, Lena Lewis

have this day bargained and sold, and do hereby transfer and convey unto the said J. Edwin O'Brien and wife, Ola M. O'Brien, their ---------- *(successors), heirs and assigns,*

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

Being lot No. 392 on the Map of Sunrise Heights, Second Plan, of record in book 421, page 46, Register's Office for said County.
Said lot No. 392 fronts 59.5 feet on the south side of Veritas Street and runs back 150 feet on the east line and 150.9 feet on the westerly line, said westerly line running back along the easterly margin of an alley, to a dead line in the rear, and measures 44.5 feet thereon.
Being the same real property conveyed to Lena Lewis by deed from Herman L. King and wife, of record in book 1372, page 258, said Register's Office.

unimproved ( )
This is improved (X) property, known as 567 Veritas Street (House Number) (Street) Nashville, Tennessee P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said J. Edwin O'Brien and wife, Ola M. O'Brien, their (SUCCESSORS), *heirs and assigns forever.* I *covenant that* I am *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 taxes for the year 1965 which are assumed by grantees.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* J. Edwin O'Brien and wife, Ola M. O'Brien, 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 J. Edwin O'Brien and wife, Ola M. O'Brien, *hereinafter referred to as trustors, hereby transfer and convey unto* William O. Lee *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 to 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 that may become a lien against said property, and to pay them when due, and in default of said payment by the trustors, said beneficiary may pay the same, and any amount so paid shall bear interest at the rate of ten per cent per annum from the date of payment, and shall be secured hereby, and in case of the failure of the trustors to pay said taxes, assessments or insurance premiums, or any part thereof, when due, the whole of said indebtedness shall, at the option of the beneficiary, become due and payable, and this conveyance may be foreclosed as herein provided.

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 5th *day of* February, 19 65

Mrs Lena Lewis

E. Edwin O'Brien

Ola M. O'Brien

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me Alice McMahon *a Notary Public in and for said County and State* Lena Lewis, and E. Edwin O'Brien and wife, Ola M. O'Brien,

the within named 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* 5th *day of* February, 19 65

Alice McMahon Notary Public

My commission expires April 23, 1968

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.....

STATE TAX $ 3.30
PROBATE 50
TOTAL $ 3.80

FEB 8 1965

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

PAID FEB 8 - 1965
CT

INSTALLMENT DEED

FROM

TO

8 3 0 0 5

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

Nashville, Tennessee Building

& Union

NNESSEE