Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Jon R. Hassell et ux (NAME)	Jon R. Hassell et ux (NAME)	27W 17167
203 Rosebank Ave (STREET ADDRESS OR ROUTE NUMBER)	203 Rosebank Ave (STREET ADDRESS)	Map 83-3
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee (CITY) (ZONE) (STATE)	Par. 194
		M.O

FOR AND IN CONSIDERATION of the sum of THIRTEEN THOUSAND, FIVE HUNDRED, TWENTY-ONE AND 47/100 - - - - - ($13,521.47) - *Dollars,*

of which ONE THOUSAND AND NO/100 - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of $12,521.47 - TWELVE THOUSAND, FIVE HUNDRED, TWENTY-ONE AND 47/100 - *Dollars,*

The said Jon R. Hassell and wife, Shirley W. Hassell have *executed* One Note in the sum of $350.00 (Three Hundred, fifty and no/100 Dollars) payable to the order of Houston S. Jakes, and due on or before 90 days from the date hereof, said Note bears intereset at the rate of 6% per annum, after maturity, if paid on or before maturity there is no interest to be charged;

And for the remainder of $12,171.47 the said Jon R. Hassell and wife, Shirley W. Hassell have agreed to assume and to fully discharge a certain Deed of Trust of record in Book 3272, page 71, Register's Office for Davidson County, Tennessee, to John W. Murphree, Trustee.

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,

- Houston S. Jakes, a widow

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

Jon R. Hassell and wife, Shirley W. Hassell

their ~~XXXXXXXXX~~ *heirs and assigns,*

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

Being the east 35 feet of Lot No. 5 and the west 10 feet of Lot No. 4 on the Plan of George C. Waters Second Addition, as of record in Book 161, page 172, Register's Office for said County.
Said parts of Lots Nos. 5 and 4 adjoin and front together 45 feet on the south side of Rosebank Avenue and run back between parallel line 160 feet to an alley, measuring 45 feet thereon.
Being the same property conveyed to Houston S. Jakes by deed from Bobby G. Tisdale and wife, dated September 21, 1962, filed September 24, 1962, and recorded in Book 3434, page 453, said Register's Office.

The Escrow and/or Tax and Insurance Account maintained with the G. I. Loan covered by the above referred to Deed of Trust is hereby transferred to Jon R. Hassell and wife, Shirley W. Hassell.

~~unimproved~~ improved (X) property, known as 203 (House Number) Rosebank Avenue (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 Jon R. Hassell and wife, Shirley W. Hassell 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 by Deed of Trust as of record in Book 3272, page 71, Register's Office for Davidson County, Tennessee and Taxes for the year 1965 which are to be paid from the Escrow Account when payable.

I *further covenant and bind* myself and my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Jon R. Hassell and wife, Shirley W. Hassell, 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 Jon R. Hassell and wife, Shirley W. Hassell *hereinafter referred to as trustors, hereby transfer and convey unto* T. Homer Brooks, *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 $11,250.00 *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 of the failure [illegible] and holder of said indebtedness shall hereafter be required to appear [illegible] which may be a cloud on said property or the lien of this [illegible] indebtedness or 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 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 20th *day of* February, *19*65



Houston S. Jakes

Jon R. Hassell

Shirley W. Hassell

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, T. Homer Brooks *a Notary Public in and for said County and State* (Mrs) Houston S. Jakes, Jon R. Hassell and wife, Shirley W. Hassell

*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, Davidson County, *Tennessee, this* 20th *day of* February, 1965.

My Commission Expires Feb 5 19[illegible]

Notary Public

Commission expires

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.....

INSTALLMENT DEED

FROM

HOUSTON S. JAKES

TO

[illegible] R. RASSELL ET UX

6 9 9 5 0 1

42.00

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE

STATE TAX $ 12.25
PROBATE 50
TOTAL $ 20.25

FEB 23 1965

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

PAID FEB 23 1965

CT