10W
MAP 92-16 PARCELS NOS./00770 & 10W01075
Mail Tax Statements to:
Charles P. Stevens, etal
1817 Broad Street, Nashville, Tenn.

BOOK 3872 PAGE 75

Installment Deed

FOR AND IN CONSIDERATION of the sum of - - - - - - - - - - ($45,000.00) - - - - - - - -

FORTY FIVE THOUSAND and No/100 - *Dollars,*

of which - - - - - - - - - - - - - - - - ($5,000.00) - - - - - - - - - - - - - - - - -

FIVE THOUSAND and No/100 - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder - - - - - - ($40,000.00) - - - - - - -

FORTY THOUSAND and No/100 - *Dollars,*

CHARLES P. STEVENS AND WIFE, MARGARET C. STEVENS and WILLIAM B. STEVENS AND WIFE,

WILMA AILEEN STEVENS *have executed*

their promissory note of even date hereof, bearing interest from date at the rate of 6% per annum, payable to MARJORIE LUTON SHAFFER. Both principal and interest of said note payable in monthly installments of $337.55 each, beginning on the 15th day of April, 1965 and continuing on the 15th day of each consecutive month thereafter until both principal and interest have been fully paid, except that the final payment of principal and interest, if not sooner paid, shall become due and payable on the 15th day of March, 1980. As the monthly installment payments are made, accrued interest on the entire unpaid principal balance is to first be deducted and the remainder applied on the principal.

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, MARJORIE LUTON SHAFFER

have this day bargained and sold, and do hereby transfer and convey unto the said CHARLES P. STEVENS, AND WIFE, MARGARET C. STEVENS, a one-half undivided interest, AND WILLIAM B.STEVENS AND WIFE, WILMA AILEEN STEVENS, a one-half undivided interest, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

TRACT NO. 1: Being part of lot No. 144 on the Plan of John Boyd's Home Tract, as of record in book 21, page 39 Register's Office for Davidson County, Tennessee, described as follows:
Beginning on the northerly margin of Division, formerly McTyeire Street, as now located at the southeast corner of part of said lot, formerly owned by the Hibernian Society; thence with the easterly line of said lot, northerly 123 feet, more or less, to a fence; thence with the line of said fence easterly 35 feet, more or less, to the west line of a part of said lot, formerly owned by Dora B. Grimes; thence with said line southerly 125 feet, more or less, to the northerly margin of Division, formerly McTyeire Street, as now located; thence with the northerly margin of said street westerly 34 feet 2 inches to the beginning.
Being the same real property conveyed to Marjorie Luton Shaffer by deed from W. E. Buist and wife, Ethel Buist, dated January 9, 1959, filed February 3, 1959, and recorded in Book 2875, Page 233, said Register's Office.

TRACT NO. 2: Being part of lot No. 144 on the Plan of John Boyd's Home Tract, as of record in book 21, page 39, Register's Office for Davidson County, Tennessee, described as follows:
Beginning on the southerly margin of Broad Street 55 feet eastwardly from the easterly margin of 19th Avenue South, formerly Douglas Avenue, being Lem A. Warner's northeast corner; thence with his easterly line southwardly 125 feet, continuing with his line southwestwardly 17 feet 8 inches to his southeast corner on the northerly margin of a 10 foot alley; thence with said alley eastwardly 18 feet, more or less, to what was formerly W. W. Dillon's northwest corner; thence eastwardly and parallel to the southerly line of said lot No. 144 to the westerly line of the lot conveyed to Dora V. Grimes by the Northwestern Mutual Life Insurance Company by deed recorded in book 239, page 179, said Register's

Office; thence northwardly along said westerly line to a point in the southerly line of Broad Street 58 feet 9 inches westwardly from the northeast corner of said not No. 144; thence in a southwesterly direction with the southerly margin of Broad Street 43 feet 3 inches to the beginning.

Being the same real property conveyed to Marjorie Luton Shaffer, as Marjorie Luton, (Marjorie Luton Shaffer and Marjorie Luton being one and the same person), by deed from Horace M. Burnette and wife, dated June 20, 1951, filed June 20, 1951, and recorded in Book 2011, page 35, said Register's Office.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Charles P. Stevens & wife, Margaret C. Stevens AND William B. Stevens and wife, Wilma Aileen Stevens *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 taxes for the year 1965, which taxes having been prorated as of date hereof and assumed by the Grantees.

I *further covenant and bind* Myself My *heirs and representatives, to warrant and forever defend the title to said real estate to said* Charles P. Stevens and wife, Margaret C. Stevens AND William B. Stevens and wife, Wilma Aileen Stevens *(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 Charles P. Stevens and wife, Margaret C. Stevens AND William B. Stevens and wife, Wilma Aileen Stevens *hereinafter referred to as trustors, hereby transfer and convey unto* Horace D. Luton, *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 $20,000.00, *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 the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all 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 all 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 15th *day of* March, *19*65.



Marjorie Luton Shaffer
Charles P. Stevens
Margaret C. Stevens
William B. Stevens
Wilma Aileen Stevens

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, E. V. Williams, *a Notary Public in and for said County and State,* Marjorie Luton Shaffer and Charles P. Stevens & wife, Margaret C. Stevens AND William B. Stevens & wife, Wilma Aileen Stevens *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 *Tennessee, this* 15th *day of* March, *19*65.

E. V. Williams *Notary Public*

Commission expires November 5, 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.....

INSTALLMENT DEED

FROM

MARJORIE LUTON SHAFFER

TO

CHARLES P. STEVENS, ETAL

73372

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAR 19 3 39 PM '65

NOTED ... 111 PAGE
RECORDED ... 2.00
DEP. REG. ...

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 $ 6.75
PROBATE $ .50
TOTAL $ 6.50

MAR 19 1965

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

PAID MAR 19 1965