Trail Tail Statement To "Mrs." M Darnell Mangrum Executrix Rural 3
Carver & Lance INSTALLMENT DEED — TENNESSEE TITLE COMPANY Nashville Tenn.

FORM 1005

37710

FOR AND IN CONSIDERATION OF the sum of $4700.00 BOOK 3893 PAGE 855

FOUR THOUSAND SEVEN HUNDRED AND NO/100---------- DOLLARS

of which $ 400.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed her one, promissory note of even date herewith, for the sum of FOUR THOUSAND THREE HUNDRED AND NO/100 DOLLARS ($4300.00) payable to the GRANTORS herein, with interest at 6% per annum, both principal and interest payable FIFTY AND NO/100 ($50.00) monthly, said payments to be applied first to payment of interest on the principal sum or so much as shall from time to time remain unpaid and the balance to be applied to payment of principal until the entire amount is paid in full,

MAP. 94-
PAR. 15
3.0 18.96 S.F.
mv





and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

we, JAMES DAVID KIRBY AND WIFE, CAROLYN KIRBY

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

LA VERNE MINGESZ, her heirs and assigns

herein called grantees, ~~XXXXXXXXXXXXXXXX~~, certain real estate in Davidson County, Tennessee, as follows:

Lying in the Third Civil District of said County, described as follows: BEGINNING at a point 175 feet westerly from the Orndorff west line and Hicks' east line in the north margin of Pumping Station Road: thence North 13° 30' West 445 feet to a point on the southerly bank of the Cumberland River: thence West along the southerly bank of said River 100 feet to a point: thence South 13° 30' East 370 feet to a point on the northerly margin of Pumping Station Road: thence EAst with the northerly margin of said Road 100 feet to the point of beginning. Being the same property conveyed to JAMES DAVID KIRBY by deed from Ruth Barbour Kirby, of record in Book 3771, page 29, Register's Office for said County.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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 the said real estate to said grantees, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto L. M. Nelson Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do 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 $ insurable / Value 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 owner and holder of said notes, as his interest may appear. We further agree 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 we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or 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 we, the said grantees, 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 we fail 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; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder 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 owner and holder of said notes, or any 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 creditor may bid at any sale under this conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 advise 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 grantees herein, their heirs, 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 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.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantees, have hereunto set our hands this the 5th day of May 19 65.

James David Kirby
by: Charles T. Kirby
Attorney-in-fact

Carolyn Kirby
by: Charles T. Kirby
Attorney-in-fact

La Verne Mingesz

This deed is executed by James David Kirby and Carolyn Kirby, by their lawful attorney in fact, Charles T. Kirby, pursuant to the power and authority vested in hi-m by instruments of record in Book 3883, page 182, and in Book 3887, page 474, Register's Office, Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, L. D. Richards, a Notary Public in and for said County and State, the within named La Verne Mingesz, 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 this 5th day of May 1965.

Commission Expires May 1, 1966. L. D. Richards Notary Public.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this the 5th day of May, 1965, before me personally appeared Charles T. Kirby, to me known to be the person who executed the foregoing instrument in behalf of JAMES DAVID KIRBY AND WIFE, CAROLYN KIRBY, and acknowledged that he executed the same as the free act and deed of said James David Kirby and wife, Carolyn Kirby.

Witness my hand and official seal at Nashville, Tennessee.

L. D. Richards
Notary Public

My commission expires: May 1, 1966.

STATE TAX $ 2.05
PROBATE .50
TOTAL $ 2.55
MAY 24 1965

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID MAY 24 1965

INSTALLMENT DEED
G-178719-ch
FROM
JAMES DAVID KIRBY ET UX
TO
LA VERNE MINGESZ

STATE OF TENNESSEE
DAVIDSON COUNTY
REGISTER'S OFFICE
Received for record this 24 day of May A. D. 19 65
at 3:21 o'clock P. M.,
Noted in Book 8 Page 7
Recorded in Book 1111 Page 626
Recording Fee $ 2.75
MAY 24 1965
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENNESSEE
County Register
Dept. Reg.
Published
DEP. REG.
By

TENNESSEE TITLE COMPANY
Nashville, Tenn.
Zone Office
LAWYERS TITLE INSURANCE CORPORATION
of Richmond, Virginia