BOOK 3926 PAGE 298

Map 93-14
Par. 222 - 223-224

Installment Deed

FOR AND IN CONSIDERATION of the sum of Sixty-Five Thousand ($65,000.00) *Dollars,*

of which no/100 *Dollars, has been paid in cash,*

~~and~~, *and for the remainder* of Sixty-Five Thousand ($65,000.00) *Dollars,*

Harry Roy Sanders, Jr. and June Sanders Roy *have* ~~has~~ *executed*

their joint promissory note in said amount as of even date herewith payable to the order of Clayton E. Glasgow and wife, Amelia D. Glasgow, in 120 monthly installments of $721.67 each beginning on September 1, 1965. Said monthly payments being amortized so as to include interest at the rate of 6% per annum.

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, we, Clayton E. Glasgow and wife, Amelia D. Glasgow

have this day bargained and sold, and do hereby transfer and convey unto the said Harry Roy Sanders, Jr. and June Sanders Roy, as tenants in common,

their *(successors), heirs and assigns,*

our one-half undivided interest in and to

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

TRACT NO. 1: Being Lot No. 1 on the Plan of Ewing, Wetmore and Others Addition to South Nashville, a plan of which is of record in book 11, pages 202 and 203, Register's Office for said County.
Said Lot No. 1 fronts 32-1/2 feet on the easterly side of 8th Avenue, South, and runs back between parallel lines with ~~the~~ southerly margin of an alley 130 feet to an alley in the rear.

TRACT NO. 2: A lot or parcel of land in the City of Nashville, being marked 93 on the map of O. Ewing's Addition, as of record in book 21, page 54, Register's Office for said County, and described according to a copy of a survey thereof made by Z. J. Wilkinson, Surveyor, October 17, 1944, as follows:
Beginning on the easterly margin of 8th Avenue South, formerly Spruce Street, as widened, at a point 43 feet 10 inches southerly from the center of the N. C. & St. L. Railroad main track, also being the corner of a 32 foot 6 inch strip of ground conveyed by G. F. Rose to N. C. & St. L. Railway by deed of record in book 84, page 138, Register's Office for said County; thence southerly with the easterly margin of 8th Avenue South, 169.5 feet to the northerly margin of an alley; thence with said alley, eastwardly 200 feet to the southwesterly margin of said 32 foot 6 inch strip; thence with the southwesterly margin of said strip northwestwardly 264 feet, more or less, to the beginning.

TRACT NO. 3: Being Lot No. 5 and parts of Lots 6, 7 and 8 in Ewing and Wetmore's Addition to South Nashville, a plan of which is of record in book 11, pages 202 and 203, Register's Office for said County and described according to a copy of a survey thereof made by Z. J. Wilkinson, Surveyor, October 17, 1944, as follows:

Beginning at the northeast corner of Fogg Street and the first alley east of Eighth Avenue South at the southwest corner of Said Lot No. 5; and running thence with the northerly margin of Fogg Street, eastwardly 126 feet to a point in the west margin of another alley; thence with the west margin of said last mentioned alley, northwardly 62.1 feet to a stake in the southwesterly margin of the N. C. & St. L. Railway right-of-way; thence in a northwesterly direction with the southwesterly margin of said right-of-way 101.4 feet to a stake in the south margin of another alley; thence with the south margin of said last mentioned alley, westwardly 50.6 feet to an iron pin, at the southeast corner of the intersection of the last mentioned alley and the first above mentioned alley, being the northwest corner of said Lot No. 5; thence with easterly margin of the first above mentioned alley, southwardly 130 feet to the beginning.

Included in the above described property but excluded therefrom is a tract of land conveyed to the Nashville, Chattanooga & St. Louis Railway by deed from Frances B. Sanders and Amelia D. Glasgow, of record in book 1300, page 565, Register's Office for said County, said tract being bounded on the northeast by the right-of-way of the Nashville, Chattanooga & St. Louis Railway, on the south by an alley, on the west by the east line of Eighth Avenue South.

A one-half undivided interest in Tract No. 1 of premises was conveyed to Clayton E. Glasgow and wife, Amelia Glasgow, by deed from David Diamond et al, of record in book 2540, page 89; and a one-half undivided interest in Tracts Nos. 2 and 3 of premises was conveyed to Amelia D. Glasgow by deed from Daisye Goldberg Rose, of record in book 1306, page 455, said Register's Office.

This is improved property known as 612 8th Ave. South, and 712 Fogg Street, Nashville, Tennessee, except that Tract I is unimproved and known as 616 8th Ave. South.

This instrument was prepared by J. Ross Cheshire, Jr., Attorney, 1228 Belvedere Drive, Nashville, Tennessee. Tax Bills should be sent to the address of the new owners Harry Roy Sanders, et al, 5335 Anchorage Drive, Nashville, Tennessee. Map-Parcel No. 78-4650, 7900, and 7920.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Harry Roy Sanders, Jr. and June Sanders Roy, as tenants in common, their *(successors), 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,* except for 1965 property taxes, and reservations contained in deed of record in Book 1300, page 565, RODC, Tennessee.

our one-half undivided interest in and to

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Harry Roy Sanders and June Sanders Roy 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 Harry Roy Sanders, Jr. and June Sanders Roy as tenants in common *hereinafter referred to as trustors, hereby transfer and convey unto* J. Ross Cheshire, Jr. *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:*

their interest in

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 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 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 2nd *day of* August, 1965.

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Clayton E. Glasgow

Amelia D. Glasgow

Harry Roy Sanders, Jr.

June Sanders Roy

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, [illegible], *a Notary Public in and for said County and State,* Clayton E. Glasgow and wife Amelia D. Glasgow, Harry Roy Sanders, Jr. and June Sanders Roy,

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* 2nd *day of* August, 19 65.

[illegible]
Notary Public

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.....

Guaranty Title Co.

INSTALLMENT DEED

FROM

CLAYTON E. GLASGOW ET UX

TO

HARRY ROY SANDERS, JR.

ET AL

STATE TAX $ 97.50
PROBATE $ 98.00
TOTAL

AUG 20 1965

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY TENN

PAID AUG 20 1965

C T

94165

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

AUG 20 12 11 PM '65

NOTED BOOK 112 PAGE
RECORDING FEE 1.25
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