New Owners - Verner Grisham - Edenwold Rd - Madison, Tenn

Mail Tax statements to Walter Hill, 119 Cumberland Shores Drive, Hendersonville Tennessee.

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NOTICE: This instrument must
(1) Carry U. S. I. Rev. Stamps for the total of cash plus the sum of new lien created. Present rate is 55c for each $500 or fraction thereof;
(2) be presented at County Tax Assessor's Office for transfer on tax books;
(3) be presented at County Court Clerk's Office and State Transfer Tax be paid. Present rate 15c for each $100 of total consideration plus 15c Clerk's Fee;
(4) be filed for record in County Register's Office. Recording Fee, $2.00 including one acknowledgment. Each additional acknowledgment add 25c.

The above is not part of Instrument and is not to be recorded.

INSTALLMENT DEED — TENNESSEE TITLE CO.

For and in Consideration of the sum of Ten Thousand and One ($10,001.00)---------- Dollars, of which One and No/100----------($1.00)---------- Dollars, has been paid in cash by Verner Kirk Grisham, et ux, Lela Lee Grisham the receipt of which is hereby acknowledged, and for the remainder Ten Thousand and No/100 ----------($10,000.00)---------- Dollars, the said Verner Kirk Grisham, et ux, Lela Lee Grisham have executed an Installment Deed note, dated July 6th, 1965 in the principal amount of Ten Thousand ($10,000.00) Dollars at six (6%) per cent per annum and payable to Walter Hill, et ux, Sarah Ethelyn Hill, at the rate of Seventy-One Dollars & Sixty-Five Cents ($71.65) per month, including principal and interest, the first payment becoming due on September 4th, 1965 and the same sum due on the same day of each consecutive month thereafter, until the said note is paid in full. This note is payable at the First American National Bank, Madison, Tennessee.

(The taxes for 1965 are assumed by the grantees.)

Map 34-10
Par. 5
10D 54240

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, Walter Hill, et ux, Sarah Ethelyn Hill,

have this day bargained and sold, and do hereby transfer and convey unto the said Verner Kirk Grisham, et ux, Lela Lee Grisham, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lots Nos. 21 and 22 of Block "B" on the Plat of Edenwold City, as of record in Book 421, page 123, Register's Office for said County.

Said Lots Nos. 21 and 22 front together 50 feet on the southerly side of Parmer Avenue and run back between parallel lines, with the westerly margin of Burns Avenue, 110 feet to an alley.

Being the same property as conveyed to Walter Hill, et ux, Sarah Ethelyn Hill, by Warranty Deed, from George Edward Moore, et ux, Shirley Ann Moore, as of record in Book 3909, page 213, Register's Office for Davidson County, Tennessee.

X This property is improved and situated on Parmer Avenue, Madison, Tennessee.

X This instrument was prepared by James H. Hill, Attorney, 626 Gallatin Road, Madison, Tennessee.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Verner Kirk Grisham, et ux, Lela Lee Grisham, 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 said real estate to said Verner Kirk Grisham, et ux, Lela Lee Grisham, 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 Verner Kirk Grisham, et ux, Lela Lee Grisham

do hereby transfer and convey unto James H. Hill, 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 Verner Kirk Grisham, et ux, Lela Lee Grisham

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 $10,000.00 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 Verner Kirk Grisham, et ux, Lela Lee Grisham 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; if 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 trust 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 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 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 Verner Kirk Grisham, et ux, Lela Lee Grisham 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 James H. Hill, Trustee, shall be vested in said successor.

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 Walter Hill, et ux, Sarah Ethelyn Hill and Verner Kirk Grisham, et ux, Lela Lee Grisham hereunto set our hands this the 6 day of July 1965

Verner K Grisham
Lela Lee Grisham
Sarah Ethelyn Hill
Walter Hill

STATE OF TENNESSEE
Davidson County.

Personally appeared before me, James H Hill, a Notary Public in and for said County and State, the within named Walter Hill, et ux, Sarah Ethelyn Hill, and Verner Kirk Grisham, et ux, Lela Lee Grisham,

the 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 Madison Tennessee, this 6th day of July, 1965

Commission Expires Apr 16, 1966 James H Hill, Notary Public.

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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 _____

INSTALLMENT DEED

FROM

Walter Hill, et ux,

TO

Sarah Ethelyn Hill

Verner Kirk Grisham, et ux,

Lela Lee Grisham

STATE TAX $ 1.65
PROBATE .50
TOTAL $ 2.15

SEP 9 1965

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID SEP 9 - 1965

Mail to-J. Hill, Attorney-626 Gallatin Rd.-Madison, Tenn.

9671.5

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

SEP 9 10 26 AM '65

RECORDING FEE $ 1.65
DEP. REG. ----------

TT No. ----

TENNESSEE TITLE COMPANY
NASHVILLE
LAW BUILDING

Form 1004 - HESSEY

CORPORATE ACKNOWLEDGMENT
(For Use of Corporations Only)

STATE OF ----------
COUNTY OF ----------

Before me, ----------, a Notary Public within and for the State and County aforesaid, personally appeared ----------, and ----------, with whom I am personally acquainted and who upon { his oath / their several oaths } acknowledged { himself / themselves } to be the ---------- and ---------- respectively of the ----------, the within named bargainor, a corporation, and that { he / they } as such ---------- and ----------, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said ---------- as such ---------- and attesting the same by the said ---------- as such ----------.

WITNESS my hand and official seal at office at ----------, on this the ---------- day of ----------, 194---

My commission expires ---------- Notary Public

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Void