Plat 52-12
Par. 160

DEED 2911 PAGE 322

INSTALLMENT DEED—TENNESSEE TITLE COMPANY

FORM 250

Deed prepared by Robt. E. Lillard, Att'y 333½ 4th Ave. N. Nashville, Tenn.

FOR AND IN CONSIDERATION OF the sum of $17,000.00

Seventeen Thousand ..... 00/100 DOLLARS of which $1,500.00 has been paid in cash by the grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee Rosa Lee Williams Black, agrees to pay the sum of Fifteen Thousand and Five Hundred ($15,500.00) Dollars in one hundred and eighty (180) monthly installments in the amount of One Hundred Twenty-five Dollars and Seventy-eight ($125.78) Cents per month on or before the 20th day of each consecutive month. The first of said notes being due and payable on the 20th day of November, 1965. Said payments include principal and interest at the rate of six (6%) per annum. It is further agreed that the grantee shall make additional payments in the amount of Twenty-five ($25.00) Dollars per month to be held in escrow for the payments of property taxes and insurance.

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,

Joseph G. Williams and wife, Tobitha C. Williams

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Rosa Lee Williams Black for her sole and separate use, free from the claim of any past, present and future husband

hereinafter called grantee, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 173 on the Plan of F. O. Beasley's McFerrin Addition, as of record in Book 57, page 136, Register's Office for said County.

Said Lot No. 173 fronts 50 feet on the westerly side of Myrtle Street and runs back between parallel lines 150 feet to an alley.

Being the same property conveyed to Joseph G. Williams by deed from Louise C. Boyd of record in Book 3859, page 935, Register's Office for Davidson County, Tennessee.

This property is improved and known as 400 Myrtle Street, Nashville, Tennessee.

Parcel Number _____.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantee, 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 unincumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantee, 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 installment notes, and providing moneys and resources for the endorsement of said liens 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 grantors hereby do hereby transfer and convey unto C. A. Rawls 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 grantors 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 $15,500.00 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 recover the sum or sums so expended as part of the indebtedness secured thereby, the same to bear interest from the date of such payment. Now, if we, the said grantors, 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; or 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 purchaser 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 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 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 7th day of October 1965

Joseph G. Williams

Tobitha C. Williams

Rosa Lee Williams Black

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Louise Dozier, a Notary Public in and for said County and State, the within named Joseph G. Williams and wife, Tobitha C. Williams and Rosa Lee Williams Black the bargainor, 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, Tenn. this 7th day of October 1965.

Commission Expires 5/1/67 Louise Dozier, Notary Public.

STATE OF _____
_____ County

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 { their 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 _____, 19____.

My commission expires _____ Notary Public

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
RECD OCT 7 1965

STATE TAX $ 7.35
PROBATE $ 50
TOTAL $ 7.85

OCT 7 1965

INSTALLMENT DEED

FROM
Joseph G. Williams, Et Ux

TO
Rosa Lee Williams Black
C. A. Rawls, Trustee

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY

Received for record this 7 day of OCT A.D. 19 65 at 2 P.M., and recorded in Book 3944 Page 323

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY
STATE OF TENN.

RECORDING FEE 1.00
DEP. REG. .50
NOTED & COMPARED
By _____ County Register Dept. Reg.

TENNESSEE TITLE ANY
DOCUMENTARY 5 5 DOCUMENTARY 25 25 DOCUMENTARY 5 5 DOCUMENTARY 10 10