Installment Deed

BOOK 3952 PAGE 214

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Josh M. Nichols And Wife	Josh M. Nichols And Wife	081-11-484
(NAME:)	(NAME:)	
1736- Arthur Avenue	1736- Arthur Avenue	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville 37208 Tennessee	Nashville 37208 Tennessee	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Forty Seven Hundred No/ 100 *Dollars,*

of which One Hundred Seventy Three and 75/100 *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Forty Four Hundred Twenty-Six And 25/100 *Dollars,*

Josh M. Nichols and wife Aline Nichols

have executed

Their one lien promissary note of even date in principal amount of Forty Four Hundred Twenty Six 25/100 Dollars to be paid $ 50.00 per month including 6% interest. Said $50.00 per month will first be applied to interest, then remainder applied to principal note on the reducing plan.

First note will be due and payable on the 4th of December 1965.On or before the 4th of each month there after until intire principal a nd interest has been paid in full.

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, Elizabeth Gentry a widow

have this day bargained and sold, and do hereby transfer and convey unto the said Josh M. Nichols And Wife Aline Nichols , their *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, being a lot on the east side of Arthur Avenue and being a portion of lot 295 on the plan of McGavock, Wetmore and Other 1st Addition to Nashville, called the Town of McGavock, as of record in book 21,page 23 Register's Office for said county, and being part of the property conveyed to C. Wade Wilkes and wife, by deed of S. J. Gillem and wife, of record in book 774, page 57,said Register's Office,said deed dated November 16,1927.

Said lot is on the east side of Arthur Avenue and begins at a point approximately 122-1/2 feet from the intersection of Arthur Avenue and Buchanan Street, said point being the southwest corner of a lot heretofore deeded by C. Wade Wilkes and wife, to J. C. Johson and wife, and extends in a southerly direction along the east side of Arthur Avenue approximately 63 feet to a point which is the beginning of Price property; thence in an easterly direction along the Price property line a distance of approximately 54 feet to a point which is the southwest corner of property of Farmer; thence in a northerly direction along the line of Farmer a distance of approximately 30 feet and two inches to a point which is the southeast corner of a lot heretofore deeded by C. Wade Wilkes wife, to Floyd Thomas Martin and wife;,thence in a westerly direction a distance of 89-9/10 feet along the south lines of the Martin and Johnson property to the point of beginning. Being the same real property conveyed to R. L.Grenty and wife, Elizabeth Gentry, by deed from C. Wade Wilkes and wife, of record in book 1734,Page 614, Register's Office for said County.

There is included in this conveyance easment through the property of the above mentioned Martin and Johnson for water and sewer lines. For reference to such easement see Book 1537, page 163, and Book 1537, page 171, Register's Office of Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 1736 Arthur Avenue (House Number) (Street) 37208 P. O. Address Nashville, Tennessee (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Josh M. Nichols And Wife Aline Nichols , Their *(successors), heirs and assigns forever.* We *covenant that* we are *lawfully seised and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

Except second installment of taxes for 1965. Which is one half of the whole amount. B uyers assume and agree's to pay.

I *further covenant and bind* Mysalf , my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Josh M. Nichols And Wife Aline Nichols, 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 Josh M. Nichols and wife Aline Nichols *hereinafter referred to as trustors, hereby transfer and convey unto* Jo Ann Roberson, *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 $ 4,000.00 *, 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 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 28th *day of* October, *19*65

Josh M Nichols

Aline Nichols

Elizabeth Gentry

J. D. TURNER NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, J.D. Turner *a Notary Public in and for said County and State,* Josh M. Nichols And Wife Aline Nichols And Elizabeth Gentry, A Widow *the within named 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, *Tennessee, this* 28th *day of* October, *19*65

My Commission Expires Jan. 24, 1968

J. D. Turner *Notary Public*

Commission expires

STATE OF.....

COUNTY OF.....

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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.....

PREPARED BY

J.D.TURNER REALTY CO.
1011-BUCHANAN ST.
NASHVILLE, TENN.

INSTALLMENT DEED

FROM

Elizabeth Gentry, Widow

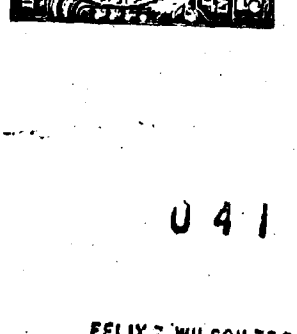
TO

Josh M. Nichols, Etux

STATE TAX $ 7.05
PROBATE .50
TOTAL $ 7.55

OCT 29 1965

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID OCT 29 1965





U 4 1 1 5

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

Oct 29 11 10 AM '65

NOTED. BOOK 112 PAGE 74
RECORDING FEE 2.50
DEP. REC. .....

Compliments of

Guaranty Title Company

A Division of
Kansas City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE