New Owner: Send Tax Bills To:
Richard L. Warner & Mary K. Warner
902 Petway
Nashville, Tennessee

Map 82-4
Par. 396

INSTALLMENT DEED

BOOK 3975 PAGE 830

For and in Consideration of the sum of Nine Thousand Seven Hundred and Fifty (9,750.00) ---------- Dollars,

of which One Thousand ($1,000.00) ---------- Dollars,

has been paid in cash by Richard L. Warner, et ux, Mary K. Warner

the receipt of which is hereby acknowledged, and for the remainder Eight Thousand Seven Hundred Fifty ($8,750.00) ---------- Dollars,

the said Richard L. Warner, et ux, Mary K. Warner have executed two notes as follows:

(a) One note of even date herewith in the amount of $5,000.00 payable $32.22 per month including principal and interest, the first installment due on February 1, 1966 and payable monthly until the last installment is paid on January 1, 1991; and

(b) One note in the amount of Three Thousand Seven Hundred Fifty ($3,750.00) Dollars payable on or before July 1, 1966

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, I. Wilson Camp

have this day bargained and sold, and do hereby transfer and convey unto the said Richard L. Warner, et ux, Mary K. Warner their heirs and assigns,

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

Land in Davidson County, Tennessee, being lot No. 4 on the Plan of A. W. Hooker's Addition to East Nashville, as of record in book 57, page 131, Register's Office for said County.

Said lot No. 4 fronts 63 feet on the southerly side of Petway Avenue and runs back between parallel lines, with the easterly margin of an alley, 150 feet to an alley in the rear.

Being part of the real property devised to Mary Camp, if living, and if not, then to Wilson Camp, by will of Morgan Camp, deceased, of record in Will Book 84, page 458, County Court for said County.

This Instrument Prepared By:
Thomas C. Binkley, Attorney
Court Square Bldg.
300 James Robertson Parkway
Nashville, Tennessee

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Richard L. Warner, et ux, Mary K Warner heirs and assigns forever and covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself heirs and representatives, to warrant and forever defend the title to said real estate to said Richard L. Warner, et ux, Mary K. Warner 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 in hand paid, we, the said Richard L. Warner, et ux, Mary K. Warner

do hereby transfer and convey unto Hugh C. Howser, 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 Richard L. Warner, et ux, Mary K. Warner

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 $ 7,500.00 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 interst 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 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 Richard L. Warner, et ux, Mary K. Warner 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 Richard L. Warner, et ux, Mary K. Warner 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 Rebecca Thomas, 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 Richard L. Warner et ux Mary K. Warner and Wilson Camp hereunto set our hands at Nashville, Tennessee, this the 31st day of Dec 1965

Wilson Camp

Richard L. Warner

Mary K. Warner



RECORDER'S MEMO: Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Thomas C. Binkley, a Notary Public in and for said County and State, the within named Wilson Camp, Richard L. Warner, et ux, Mary K. Warner

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 Tennessee, this 31 day of December, 1965

Thomas C. Binkley, Notary Public.

Commission Expires July 27, 1969

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 _____

Return to:
Lokey - Kinser

INSTALLMENT DEED

FROM

Wilson Camp

TO

Richard L. Warner, et ux,

Mary K. Warner

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

STATE TAX $ 1.50
PROBATE .50
TOTAL $ 1.52

JAN 7 1966

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID JAN 7 - 1966

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JAN 7 9 33 AM '66

RECORDING FEE $ 1.50

DEP. REG. $

12988

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JOHN TOLLEY CO., NASHVILLE