Installment Deed

BOOK 3986 PAGE 208

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr.-Mrs.Herbert H.Morris	Mr.-Mrs. Herbert H. Morris	Map 70-2
(NAME:)	(NAME:)	
2840 Buena Vista Pike	2840 Buena Vista Pike	P/O Par. 34
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville 37218 Tenn.	Nashville 37218 Tennessee	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ~~- - -~~ Six Thousand Nine Hundred Fifty and No/100 ~~- - - -~~ ($6,950.00) ~~- - - - - - - - - - - - - - - - -~~ *Dollars,* *of which* Six Hundred Seventy-Five and 45/100 ~~- - - - - -~~ ($675.45) ~~- - -~~ ~~- -~~ *Dollars, has been paid in cash, the receipt of which is hereby acknowledged,* ~~and for the remainder~~ ~~Dollars,~~ ~~same executed~~

And for the remainder, Herbert H. Morris and wife, Edna M. Morris, vendees, have executed their joint promissory note, of even date, payable to the order of W. A. Shively and wife, Annie Lucille Shively, in the principal amount of One Thousand Five Hundred Dollars ($1,500.00); said note is payable in semi-annual installments of One Hundred Fifty Dollars ($150.00), with interest at the rate of six per cent (6%) per annum on the unpaid balance of the note, said interest on the unpaid balance being payable at the time of the semi-annual payments of principal. The first One Hundred Fifty Dollars ($150.00) payment on principal, plus interest, is due and payable on August 8 1966, and a like amount each six months thereafter until the full amount shall be paid.

For the remainder of the consideration, the vendees assume and agree to ~~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,~~ ~~have this day bargained and sold, and do hereby transfer and convey unto the said~~ ~~(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:~~ pay, according to its terms, the balance of a note which W. A. Shively and wife, Annie Lucille Shively, owe to Home Federal Savings & Loan Association, which note is secured by a deed of trust from W. A. Shively and wife to Charles Nelson, Jr., Trustee, of record in Book 3655, page 77, Register's Office for Davidson County, Tennessee. Failure of the vendees herein to pay said note, according to its terms, shall be considered as a failure to pay the above described note in the principal amount of One Thousand Five Hundred Dollars ($1,500.00) and upon such failure to pay said note to Home Federal Savings & Loan Association, or the lawful owner and holder of said note, the remaining balance of the note payable to W. A. Shively and wife in the principal amount of One Thousand Five Hundred Dollars ($1,500.00) shall be immediately due and payable and the provisions for the foreclosure and sale of the hereinafter described real estate by the Trustee, hereinafter named, shall become effective.

To secure the payment of said indebtedness, principal, interest and attorney's fees, a lien is expressly retained on the land herein conveyed, we, W. A. Shively and wife, Annie Lucille Shively, have this day bargained and sold, and do hereby transfer and convey unto the said Herbert H. Morris and wife, Edna M. Morris, their ~~(successors)~~, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being part of Lots 13, 14 and 15, McIntosh's Subdivision, as of record in Book 332, page 71, Register's Office for said County, and described according to a survey made by Richard B. Omohundro, June 30, 1962, as follows:
Beginning at a point in the easterly margin of New Buena Vista Pike, 300 feet more or less south of the south margin of Stoker's Lane; thence leaving said Pike, with a fence line, North 85° 15' East 402.2 feet to the

northwest corner of a 4.65 acre tract conveyed to Milton L. Bozeman and wife, et al, as of record in Book 3404, page 426; thence with Bozeman's west line, South 15° West 226.9 feet to an iron pin in the centerline of a 50-foot access right of way, as of record in Book 3158, page 79; thence with the center of said right of way, North 75° 16' West 398 feet more or less, to a point in the easterly margin of New Buena Vista Pike; thence with the margin of said Pike, North 23° East 100 feet to the point of beginning.

Being part of the property conveyed to W. A. Shively and wife, Annie Lucille Shively, by deed from John M. Eagan and wife, as of record in Book 3640, page 135, said Register's Office.

The southerly 25 feet of the above tract of land is subject to a 50-foot roadway easement as set forth in an instrument by John W. Eagan and wife, as of record in Book 3158, page 79, Register's Office for Davidson County, Tennessee. Also rights of other parties abutting said roadway easement as to ingress and egress as to New Buena Vista Pike.

This is unimproved (X) improved property, known as 2480 Buena Vista Pike (House Number) (Street) Nashville, Tenn. P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Herbert H. Morris and wife, Edna M. Morris 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 the deed of trust from W. A. Shively and wife to Charles Nelson, Jr., Trustee, of record in Book 3655, page 77, R. O. D. C., taxes for the year 1965 and taxes for the year 1966 which are a lien but not yet due and payable, all of which the vendees assume and agree to pay.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Herbert H. Morris and wife, Edna M. Morris, 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 Herbert H. Morris and wife, Edna M. Morris *hereinafter referred to as trustors, hereby transfer and convey unto* James C. Havron, *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 $1,500.00, *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 9th *day of* February, *19* 66

This instrument prepared by
James C. Havron, Attorney
Nashville, Tennessee

W. A. Shively
Annie Lucille Shively
Herbert H. Morris
Edna M. Morris

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Jessie W. Hargis, *a Notary Public in and for said County and State,* W. A. Shively, Annie Lucille Shively, Herbert H. Morris and Edna M. Morris

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* 9th *day of* February, *1966*

Jessie W. Hargis
Notary Public at Large for State of Tennessee

Commission expires February 6, 1968

NOTARY PUBLIC STATE OF TENNESSEE

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.....

STATE TAX $ 10.43
PROBATE 50
TOTAL $ 10.93
FEB 9 . 1966
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID FEB 9 - 1966

INSTALLMENT DEED

FROM

W. A. Shively and wife,

Annie Lucille Shively

TO

Herbert H. Morris and wife,

Edna M. Morris

16832

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

FEB 9 3 39 PM '66

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RECORDING FEE $ 2.50
DEP. REG. .50

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE