Installment Deed

BOOK 4003 PAGE 314

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
John R. McMillen, Et UX (NAME:)	John R. McMillen, Et Ux (NAME:)	Map 116-04
3927 Woodlawn Drive (STREET ADDRESS OR ROUTE NUMBER)	3927 Woodlawn Drive (STREET ADDRESS)	Par 143
Nashville Tennessee (CITY) (P. O. ZONE) (STATE)	Nashville Tennessee (CITY) (ZONE) (STATE)	IDA MS

FOR AND IN CONSIDERATION of the sum of Thirty Four Thousand ($34,000.00) ---------- *Dollars,*

of which Six Thousand ($6,000.00) ---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twenty Eight Thousand ($28,000.00) ---------- *Dollars,*

John R. McMillen and wife, Bettie J. McMillen, *have executed*

their one joint promissory note of even date herewith in the principal sum of $28,000.00, payable to the order of Mrs. Ellene Brackin McMurray, said note bearing interest from date at the rate of six (6) per centum per annum, and being payable, principal and accrued interest, in 240 equal monthly installments of Two Hundred and 61/100 ($200.61) Dollars, which includes principal and accrued interest the first of said monthly installments being due and payable on or before May 6, 1966, and a similar installment being due and payable on or before the 6th day of each month thereafter until the whole of said note, principal and interest, is fully paid. Said payments will be first credited to accrued interest on the unpaid principal balance and the remainder credited to principal;

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, Mrs. Ellene Brackin McMurray, a widow,

have this day bargained and sold, and do hereby transfer and convey unto the said John R. McMillen and wife, Bettie J. McMillen, their *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, being a part of Block "A", marked"W. W. Hart's Residence" on the plan of W. M. Cantrell's Subdivision, of record in Book 332, Page 85, Register's Office for Davidson County, Tennessee, and being shown as Lot No. 4 on an unrecorded map of a subdivision of Block "A", and described according to a copy of a survey made by T. R. Sanford, Surveyor, March 10, 1951, as follows:

Beginning at an iron pin in the south margin of Woodlawn Avenue, 307 feet west of the west margin of Wilson Avenue, at the common corner of Lots 4 and 8; thence with the line between said lots, southerly 200 feet to an iron pin at the corner of Lots Nos. 4 and 6 on the unrecorded plan; thence with the line between said Lots Nos. 4 and 6, westerly 100 feet to an iron pin at the corner of Lots Nos. 4 and 5; thence with the line between said lots, northerly 200.1 feet to an iron pin in the south margin of Woodlawn Avenue; thence with the margin of the same, easterly 100 feet to the point of beginning.

Being the same property conveyed to Mrs. Ellene Brackin McMurray, by deed from Edward Sinclair Buntin, Jr., et al, of record in Book 3459, page 88, Register's Office for Davidson County, Tennessee.

Said property is subject to the following:

(1) Applicable Metropolitan Zoning Regulations.

(2) A 20-foot permanent easement for sanitary sewers and/or storm drainage

along the rear property line of the lot in favor of the Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns forever, by agreement of dedication of record in Book 3944, Page 126, Register's Office for Davidson County, Tennessee; together with an additional 10 foot temporary construction easement North of and adjacent to the aforedescribed permanent easement which temporary construction easement to be abandoned upon completion of construction. Said easement includes the right of Grantee to construct, operate, maintain, repair, replace, and inspect sanitary sewers and/or drainage improvements within the limits of the aforedescribed easement or right-of-way.

(3) A permanent easement in favor of the Metropolitan Government of Nashville and Davidson County, Tennessee, for the construction of a storm sewer along the South margin of Woodlawn Avenue, along the front property line of the within described parcel of land, for the construction, operation and maintaining of a storm sewer wherever necessary to encroach upon the North portion of said parcel of land which easement is created by recorded instrument of record in Book 3912, Page 136, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 3927 (House Number) Woodlawn Drive (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 John R. McMillen and wife, Bettie J. McMillen, their *(successors), heirs and assigns forever.* I *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,* except by 1966 Taxes which have been pro rated between the parties and are assumed by Grantees, and by the foregoing easements and zoning regulations mentioned above.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* John R. McMillen and wife, Bettie J. McMillen, 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 John R. McMillen and wife, Bettie J. McMillen, *hereinafter referred to as trustors, hereby transfer and convey unto* Richard Marshall, *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 $25,000.00, *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.

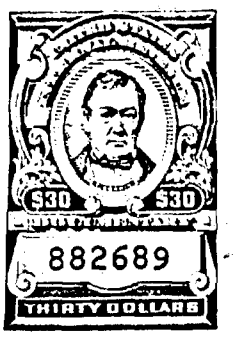
3rd. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to trustors, their order, representatives or assigns.

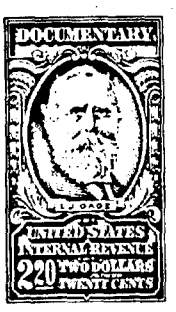
In case of the death, absence, inability, or refusal to act of said trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid 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 6th *day of* April, *19* 66







Mrs. Ellene Brackin McMurray

John D. McMullen

Bettie J. McMullen

STATE OF TENNESS
COUNTY OF DAVIDS



Personally appeared before me, Ann Bohnenstiel, *a Notary Public in and for said County and State,* Mrs. Ellene Brackin McMurray

the within named bargainor, with whom I am personally acquainted, and who acknowledged that she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee *Tennessee, this* 6th *day of* April, *19* 66.

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Ann Bohnenstiel *Notary Public*

Commission expires 4-18-67

BOOK 4003 PAGE 317

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Christine Tinsley, *a Notary Public in and for said County and State,* John R. McMillen and wife, Bettie J. McMillen, *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* 6th *day of* April, *19*66.

CHRISTINE TINSLEY NOTARY PUBLIC DAVIDSON COUNTY, TENN.

November 24, 1968

Commission expires

Christine Tinsley *Notary Public*

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

8

INSTALLMENT DEED

FROM

Mrs. Ellene Brackin McMurray

TO

John R. McMillen, Et Ux

23352

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

APR 6 12 54 PM '66
NOTE BOOK 113 PAGE 768
RECORDING FEE $ 2.75
DEP. REG. m

Mail to
Mr. Murray Co
1514 4th Ave So
Nashville, Tenn.
Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID APR 6 1966
& S.

STATE TAX $ 1.65
PROBATE .50
TOTAL $ 2.15
APR 6 1966

Prepared by
R. Marshall, Attorney
Mark Bk + Ln Bldg.