Prepared by:
T. C. Summers Co., Inc.
745 Berry Road, Suite 102
Nashville, Tennessee 37204

Owner:
Miss Annie Rachel Buie
214 Oak St.,
~~Springfield, Tenn.~~

Tax statement:
Same

BOOK 4009 PAGE 635

INSTALLMENT DEED

Map 090-15-050
Parcel 8DA33247

For and in Consideration of the sum of ($2,650.00)

Two Thousand Six Hundred Fifty and No/100ths - - - - - - - - - - - - - - - - - - Dollars,

of which ($500.00) Five Hundred and No/100ths - - - - - - - - - - - - - - - - - - Dollars,

has been paid in cash by Miss Rachel Annie Buie and Mrs. Mamie Dorris Buie

the receipt of which is hereby acknowledged, and for the remainder ($2,150.00)

Two Thousand One Hundred Fifty and No/100ths - - - - - - - - - - - - - - - - - - Dollars,

the said Miss Rachel Annie Buie and Mrs. Mamie Dorris Buie have executed their installment deed note in the principal sum of ($2,150.00), Two Thousand One Hundred Fifty and No/100ths Dollars, with interest at the rate of six percent per annum, payable to the order of Consolidated Developments, Inc., in monthly installments of ($50.00) Fifty and No/100ths Dollars, which includes principal and interest, the first payment being on the 20th of May, 1966, and another payment on the twentieth day of each month thereafter until principal and interest are paid in full. Balance may be paid in full at any time without prepayment penalty.

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, Consolidated Developments, Inc., a Tennessee Corporation

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has ~~have~~ this day bargained and sold, and do hereby transfer and convey unto the said Miss Rachel Annie Buie and Mrs. Mamie Dorris Buie, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 295 on the Map of Charlotte Park, Section 10, as of record in Book 2900, page 78, Register's Office for said County.

Said Lot No. 295 fronts 78.0 feet on the northeasterly side of River Rouge Drive and extends back 111.1 feet on the northeasterly line and 188.2 feet on the southwesterly line, to a line in the rear on which it measures 101.6 feet, said line being an irregular line.

Being part of the property conveyed to Consolidated Developments, Inc. by deed from Thomas C. Summers, Trustee, of record in Book 2690, page 195, said Register's Office.

This conveyance is subject to easements of record in Book 2900, page 78, and restrictions of record in Book 3033, page 638, Register's Office for Davidson County, and to the rights, conditions, obligations and restrictions regarding use of a sewerage system, stated in an agreement between Consolidated Developments, Inc., and City of Nashville, of record in Book 2593, page 566, Register's Office for Davidson County, Tennessee.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Miss Rachel Annie Buie and Mrs. Mamie Dorris Buie heirs and assigns forever. / covenants that Consolidated Developments, Inc., it is 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 are assumed by the grantee. / further covenants and binds Consolidated Developments, Inc., itself, its successors, heirs and representatives, to warrant and forever defend the title to said real estate to said Miss Rachel Annie Buie and Mrs. Mamie Dorris Buie, 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 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 us in hand paid, we, the said Miss Rachel Annie Buie and Mrs. Mamie Dorris Buie

do hereby transfer and convey unto W. Raymond Denney, 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 Miss Rachel Annie Buie and Mrs. Mamie Dorris Buie

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 $ //////// 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 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 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 Miss Rachel Annie Buie and Mrs. Mamie Dorris Buie 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; 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 grantees 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 W. Raymond Denney, 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 Consolidated Developments, Inc., and Miss Rachel Annie Buie and Mrs. Mamie Dorris Buie hereunto set our hands at Nashville, Tennessee, this the 20th day of April 19 66

CONSOLIDATED DEVELOPMENTS, INC.

Attest:

Thomas C. Summers, President

W. E. Richardson, Jr., Sec'y;

Rachel Annie Buie

Rachel Annie Buie

Mamie Dorris Buie

Mamie Dorris Buie

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Verna B. Curley, a Notary Public in and for the State of Tennessee County and State, the within named

Miss Rachel Annie Buie and Mrs. Mamie Dorris Buie

the bargainors, 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 20th day of April, 1966

Verna B. Curley, Notary Public.

Commission Expires 10/21/68

STATE OF TENNESSEE

DAVIDSON **County.**

Personally appeared before me, Verna B. Curley, a Notary Public in and for said County and State, the within named Rachel Annie Buie and Mamie Dorris Buie

the bargainors, 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 20th day of April, 1966

Verna B. Curley, Notary Public.

Commission Expires 10/21/68

STATE OF TENNESSEE
Davidson County

Before me, Verna B. Curley, a Notary Public within and for the State and County aforesaid, personally appeared Thomas C. Summers and W. E. Richardson, Jr. with whom I am personally acquainted and who upon (their several oaths) acknowledged (themselves) to be the President and Secretary respectively of the Consolidated Developments, Inc. the within named bargainor, a corporation, and that as such President and Secretary being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Thomas C. Summers as such President, and attesting the same by the said W. E. Richardson, Jr., as such Secretary

Witness my hand and official seal at office at Nashville, Tennessee on this the 20th day of April, 1966

My commission expires 10/21/68

Verna B. Curley
Notary Public

INSTALLMENT DEED

FROM

Consolidated Developments, Inc.

TO

Miss Rachel Annie Buie and Mrs. Mamie Dorris Buie

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

STATE TAX $ 3.98
PROBATE 50
TOTAL $ 4.48

APR 25 1966

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

PAID APR 25 1966
CT

25773

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

APR 25 11 05 AM '66

NOTE BOOK 114 PAGE 28
RECORDING FEE $ 2.75
DEP. REG. m

Mail
pick
Em