Installment Deed BOOK 4

This Instrument oprepared by Breedlove & Underhill, Attorneys 1420 Nashville Bank & Trust.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Fred W. Hahn	Fred W. Hahn	12-D-49970
(NAME)	(NAME)	
144 Alton Road	144 Alton Road	etc. Map 71-2
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee	Nashville, Tennessee	Par 151 thru 159
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	161 thru 164

Map 71-6 Par 56 thru 61

FOR AND IN CONSIDERATION of the sum of Forty Two Thousand and no/100 ($42,000.00) ---------- *Dollars,*

of which Five Thousand and no/100 ($5,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Thirty Seven Thousand and no/100 ($37,000.00) ---------- *Dollars,*

Fred W. Hahn and wife, Marynelle Hahn *ha ve executed*

their joint installment note of even date herewith, payable to Doyle S. Call and wife, Mary S. Call. Said note is due and payable in 90 equal installments of Five Hundred, Thirteen Dollars and Thirty-Eight Cents ($513.38) , including principal and interest at 6% per annum.

The first installment is due and payable on July 6, 1966 and a like payment is due and payable each and every month thereafter until the entire debt with interest has been paid;

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, We, Doyle Call and wife, Mary S. Call

have this day bargained and sold, and do hereby transfer and convey unto the said Fred W. Hahn and wife, Marynelle Hahn, their

XXXXXX *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, being Lots Nos. 19, 20, 21, 22, 23, 24, 32, 33, 34, 35, 36, 37, 38, 39, 40, 43 and 44, the easterly part of 42, and an unnumbered tract containing approximately 4 acres and runs to the center line of Gear Street as shown on the plan, all on the Map of T. J. Cage's Subdivision of the Tarpley Place, as of record in Book 332, page 97,

Register's office for said county.

Lots Nos. 19, 20, 21 and 22 adjoin and front together 457.5 feet on the easterly side of Cage Avenue and run back between lines, 231.5 feet on the north line of Lot No. 19, along the south margin of Gear Street, add 165 feet on the south line, along the north margin of Trinity Lane, to the center line of a branch.

Lots Nos. 23 and 24 adjoin and front together 173 feet on the north side of Trinity Lane and run back between lines, 200 feet on the west line of Lot No. 24 and 201 feet on the east line of Lot No. 23, to an alley on which they measure 197.6 feet.

Said part of Lot No. 42 fronts 101 feet on the westerly side of Cage Street and runs back between lines, the south line running back with the margin of an alley to a point opposite and 5 feet west of the common northerly corner of Lots Nos. 26 and 25; thence North 1° East 100 feet across said Lot No. 42 to a point in the north line of the same. Lots Nos. 43 and 44 adjoin and front together 146.3 feet on the westerly side of Cage Street and run back between lines, 322.6 feet on the south line of Lot No. 43, and 340.5 feet on the north line of Lot No. 44 along the south margin of Gear Street, to an alley, on which they measure 167.5 feet.

Lots Nos. 32, 33 and 34 and 35 adjoin and front together 368.5 feet on the westerly side of Tarpley Avenue and run back between lines, 200 feet to an alley on which they measure 385 feet.

Lots Nos. 36, 37, 38, 39 and 40 adjoin and front together 466 feet on the

on the east side of Tarpley Avenue and run back, 177 feet on the south line of Lot No. 40 and 198.5 feet on the north line of Lot no. 36, to an alley on which they measure 453 feet.

Said unnumbered tract fronts 670 feet more or less on the north side of Gear Street and runs back between lines 260 feet more or less, as measured from the center line of Gear Street, to a dead line in the rear.

Included in the above description but to be excluded therefrom is a tract of land conveyed to the State of Tennessee, for the use and benefit of the Department of Highways and Public Works, by deed of record in Book 3338, page 257, said register's office, and described as follows:

Being part of Lots Nos. 32, 33 and 34, on the Map of T. J. Cage's Subdivision of the Tarpley Place, as of record in Book 332, page 97, Register's office Davidson County, Tennessee, and described as follows:

Beginning at a point in Doyle Call's Southwest corner and runs with Call's South boundary line South 83 degrees 38 minutes East, 119 feet to a point; thence North 13 degrees, 15 minutes West, 235.5 feet to a point; thence North 6 degrees 08 minutes 47 seconds East, 156 feet to a point in Call's North boundary line; thence with said boundary line Westerly 39 feet to a point in Call's West boundary line; thence with said boundary line South 7 degrees 25 minutes West, 379 feet to the point of beginning, containing 22,336 square feet, moreor less.

Being part of the property conveyed to Doyle Call and wife, Mary S. Call, by deed from Josephine Mahoney Ferguson, a widow, as of record in Book 1316, page 571, said register's office.

The herein property is conveyed subject to the following conditions and easements:

(1) Title to that portion of the premises embraced within the bounds of any roads or highways, or alleys.

(2) Easement for the flow of any creek that may cross the premises in question.

(3) An easement to Tennessee Natural Gas Lines, Inc., as decreed of record in Minute Book 45, page 431, Third Circuit Court, being 50 feet wide for a gas line or lines, a certified copy of said decree being of record in Book 2493, page 161, Register's office.

(4) A portion of the hereinafter described property was conveyed to the State of Tennessee, for highway purposes, being part of Lots 32, 33 and 34, by instrument of record in Book 3338, page 257, and in said deed the right to construct a controlled access highway was conveyed, and all right of ingress and egress to and from and across the property from abutting lands was also conveyed.

(5) Easement for sanitary sewer and/or storm drain as conveyed to Metropolitan Government of Nashville and Davidson County, Tennessee, by instrument of record in Book 3990, page 962, and also in Book 3990, page 966.

It is agreed that the Seller may occupy the home place or main residence rent free for a period not to exceed 18 months from the date hereof.

It is further agreed that the entire indebtedness secured by this instrument may be paid at any time without penalty or premium.

This is improved ( ) property, known as 203 West Trinity Lane, Nashville, Tennessee
(House Number) (Street) 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 Fred W. Hahn and wife, Marynelle Hahn, their

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 as stated herein and by 1966 Metropolitan Government of Nashville, Davidson County, Tennessee, taxes

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Fred W. Hahn and wife, Marynelle Hahn, 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 Fred H. Hahn and wife, Marynelle Hahn *hereinafter referred to as trustors, hereby transfer and convey unto* W. C. Breedlove, *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 $ 5,000.00, *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 4th *day of* June, *19* 66

Fred M. Hahn

Marymelle Hahn

Doyle Call

Mary S. Call

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, James E. Witty, *a Notary Public in and for said County and State,* Mary S. Call

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 *this* 4th *day of* June, *1966*

James E. Witty
Notary Public

Commission expires February 5, 1967

STATE OF Tennessee }
COUNTY OF Davidson }

Personally appeared before me, William L. Underhill, *a Notary Public in and for said County and State,* Doyle Call, Fred W. Hahn and Marynelle Hahn

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 Nashville, Tennessee
this 4th *day of* June, *19* 66

William L. Underhill *Notary Public*

Commission expires July 23, 1969

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 ...I.....*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 .....

Hold for Tennessee Land Title Co. 926 Murfreesboro Rd. Nashville, Tenn.

913517

INSTALLMENT DEED

FROM
Doyle Call, et ux

TO
Fred W. Hahn and wife
Marynelle Hahn

31241

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUN 8 1 01 PM '66
NOTED: BOOK 1116 PAGE 279
RECORDING FEE $ 3.50
DEP. REG. ____

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

STATE TAX $ 63.00
PROBATE .50
TOTAL $ 63.50

JUN 8 1966

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID JUN 8 - 1966