Prepared By: MORROW & WAITE, ATTYS.
3221 Nolensville Road
Nashville, Tennessee

Installment Deed

BOOK 4033 PAGE 566

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
James O. Robertson, et ux	Same	Map 147-7
(NAME:)	(NAME:)	Pat 3
301 Milner Court		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Thousand Five Hundred and no/100 ---------- ($1,500.00) ---------- *Dollars,*

~~of which~~ cash in hand paid, ~~Dollars, has been paid in cash,~~

the receipt of which is hereby acknowledged, and for the remainder Twelve Thousand Six Hundred and no/100 approximately ---------- ($12,600) ---------- *Dollars,*

the grantees herein hereby assume said amount as being the present indebtedness on the property herein conveyed as evidenced by a deed of trust ~~XXXXXXXXXXXX~~ dated May 10, 1962, and is recorded in Book 3386, page 573, R.O.D.C.

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, Donald P. Hite and wife, Mildred D. Hite

have this day bargained and sold, and do hereby transfer and convey unto the said James O. Robertson and wife, Shirley A. Robertson their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being lot No. 63 on the Plan of Battery Crest Subdivision, Section I, as of record in book 2900, page 91, Register's Office for said County, described as follows:

Beginning at a point in the easterly margin of Milner Court, the same being a common corner of lots Nos. 62 and 63; thence with the dividing line between lots Nos. 62 and 63, eastwardly 128.26 feet to a point; thence with the rear line of lot No. 86, northeastwardly 34.2 feet to a monument; thence with the rear line of lots Nos. 85, 84 and 83, eastwardly 214.74 feet to a monument; thence north 54° 13' west 127.39 feet to a point; thence westwardly, with the dividing line between lots Nos. 63 and 64, 201.88 feet to a point in the easterly margin of Milner Court; thence with said margin of said Court, southwardly 46.32 feet to the beginning.

Being the same real property conveyed to Donald P. Hite and wife, Mildred D. Hite, by deed from Brindley Realty Company, Inc., of record in book 3376, page 139, said Register's Office.

The grantors herein agree to transfer over to the grantees the escrow account with the exception of any overage which may be in the account at date of the conveyance of this property.

unimproved ( )
This is improved ( ) property, known as 301 Milner Court, 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 James O. Robertson and wife, Shirley A. Robertson, *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.*

we *further covenant and bind* ourselves and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* James O. Robertson and wife, Shirley A. Robertson, 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 James O. Robertson and wife, Shirley A. Robertson *hereinafter referred to as trustors, hereby transfer and convey unto* W. H. Jones, *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 $....., 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 6 *day of* July, *19* 66

Donald P. Hite

Mildred D. Hite

James O. Robertson

Shirley A. Robertson

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Charles C Morrow, *a Notary Public in and for said County and State,* Donald P. Hite and wife, Mildred D. Hite and James O. Robertson and wife, Shirley A. Robertson

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* 6 *day of* July, *19* 66

Charles C Morrow *Notary Public*

Commission expires Oct 27, 1968

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

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.....

INSTALLMENT DEED

FROM

Donald P. Hite, et ux

TO

James O. Robertson, et ux

STATE TAX $ 2.10
PROBATE
TOTAL $ 2.60

JUL 1 1966

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

PAID JUL 7 - 1966

34669

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUL 7 11 18 AM '66

NOTED: BOOK 114 PAGE 433
RECORDING FEE $ 2.50
DEP. REG. .77

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE

BOOK 4033 PAGE 570

Mr. George Napier
1124 Stockell
Nashville, Tennessee

You and each of you are hereby notified that Corlew and Perry, 3017 Nolensville Road, Nashville, Tennessee, does claim and assert a Furnisher's and Mechanic's Lien, as provided by Code Section 64-1101, through 64-1142, et seq., T. C. A., and as amended for material furnished, delivered, installed and used in and on your property located in Davidson County, Tennessee, duly described in the attached Notice of Furnisher's and Mechanic's Lien, which material was furnished by contract between George Napier and Corlew and Perry both of Nashville, Davidson County, Tennessee, by contract for the improvements of said real property and the improvements of a structure upon the same. Said attached Notice is made a part hereof by reference as if fully copied herein verbatim.

CORLEW & PERRY

By _____

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The within instrument, together with the attached Notice of Furnisher's and Mechanic's Lien, came to hand this the 26th day of July, 1966, and I, L. C. Perry of Corlew & Perry through my attorney, Kirk C. Waite of Davidson County, Tennessee, did send a copy of this notice by registered mail, return receipt requested to George Napier of Nashville, Tennessee.

CORLEW & PERRY

By _____

STATE OF TENNESSEE

COUNTY OF DAVIDSON

BOOK 4033 PAGE 571

Sworn to and subscribed before me KIRK C. WAITE, a Notary Public in and for said County aforesaid, this the 7th day of July, 1966.

Kirk C. Waite

My Commission Expires 4-30-1970

NOTARY PUBLIC DAVIDSON

NOTICE OF MECHANIC'S LIEN

WHEREAS, Corlew & Perry of 3017 Nolensville Road, Nashville, Davidson County, Tennessee, did furnish labor and materials for the improvement of a structure and land hereinafter described, owned by George Napier, said materials having been installed and used upon the improvement of said land and improvement thereon by contract between George Napier and Corlew & Perry both of Nashville, Davidson County, Tennessee, the amount owing for said labor, materials and installation, being the sum of seventy five and no/100 dollars ($75.00).

WHEREAS, said labor, materials and installation were used upon and in a residence structure and improvement of the land upon which the said residence is erected upon the said real property which is situated in Davidson County, Tennessee, described as follows:

> Land in Davidson County, Tennessee, being Lot #111 on the Map of Section I, Woodycrest, of record in Book 1835, page 25, R.O.D.C.
>
> Beginning at a point in the Easterly margin of Woodycrest Avenue at the corner of lots #111 and 112 thence with the line between said lots Easterly 132 feet to the corner of lot #110; thence with the line between lots 110 and 111 Northeasterly 89.4 feet to the South margin of Hutton Drive; thence with the margin of the same Westerly around a slight curve 81.52 feet to a point and continuing with the margin of said avenue Westerly 68.48 feet to the beginning of another curve; thence around said curve in a Southwesterly direction 31.42 feet to the Easterly margin of Woodycrest Avenue; thence with the margin of the same Southerly 80.8 feet to the beginning.

Being the same property conveyed to George Napier and wife, A. Louise Napier of record in Book 3981, page 488, R.O.D.C.

WHEREAS, the said labor and materials were furnished on the 6th day of April, 1966.

WHEREAS, payment for said labor and materials having not been made, the said Corlew & Perry hereby claims a Mechanic's Lien upon said land, structure and improvements thereon erected to the extent of said amount, seventy five and no/100 dollars ($75.00), pursuant to the provisions of Section 64-1101, et seq., Code of Tennessee, and the expense of recording this Lien Notice in the Register's Office of this County, in the sum of $2.00.

This the 7th day of July, 1966.

CORLEW & PERRY

By L. C. Perry

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Comes L. C. Perry, with whom I am personally acquainted, and who, after being duly sworn, makes oath that he is familiar with the facts above set forth and that the statements contained in foregoing Lien instrument are true to the best of his knowledge, information and belief, and that there are no offsets, credits or counterclaims against the same, and that said claim is fully due, owing and unpaid, and that he has authority to execute this Lien notice and make this affidavit and acknowledgment.

Witness my hand and official seal at Nashville, Tennessee, this the 7th day of July, 1966.

Kirk C. Wade

Notary Public

My Commission Expires: 4-30-1970

STATE OF TENNESSEE

COUNTY OF DAVIDSON

BOOK 4033 PAGE 573

Personally appeared before me, KIRK C. WAITE, a Notary Public in and for said County and State, L. C. Perry of Corlew & Perry, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the owner of Corlew & Perry, the within named bargainor, and being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the company by him as owner.

Witness my hand and official seal at Nashville, Tennessee, this the 26th day of July, 1966.

Kirk C. Waite
Notary Public

My Commission Expires: 4-30-1970

No. Carbon Paper

George Payleb

3467C70

Book 4033 Page 574

LAW OFFICES
MORROW & HARVEY
OFFICE: VE. 2-6138
3221 NOLENSVILLE ROAD
NASHVILLE 11, TENNESSEE

BOOK 4033 PAGE 575

Mr. and Mrs. E. D. Covington
3104 Lakepark Drive
Nashville, Tennessee

You and each of you are hereby notified that Corlew & Perry, 3017 Nolensville Road, Nashville, Tennessee claims and asserts a Furnisher's and Mechanic's Lien, as provided by Code Section 64-1101, through 64-1142, et seq., T. C. A., and as amended for material furnished, delivered, installed and used in and on your property located in Davidson County, Tennessee, duly described in the attached Notice of Furnisher's and Mechanic's Lien, which material was furnished by contract between George Napier, 1124 Stockell, Nashville, Tennessee, and Corlew & Perry, by contract for the improvements of said real property and the improvements of a structure upon the same. Said attached Notice is made a part hereof by reference as if fully copied herein verbatim.

CORLEW & PERRY

By _____

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The within instrument, together with the attached Notice of Furnisher's and Mechanic's Lien, came to hand this the 26 day of July, 1966, and I, L. C. Perry, through my attorney, Kirk C. Waite, of Davidson County, Tennessee, did send a copy of this notice by registered mail, return receipt requested, to Mr. and Mrs. E. D. Covington of Davidson County, Tennessee, at the address shown above.

CORLEW & PERRY

By _____

STATE OF TENNESSEE

COUNTY OF DAVIDSON

BOOK 4033 PAGE 576

Sworn to and subscribed before me KIRK C. WAITE,

a Notary Public in and for said County aforesaid, this the 28th day of

July, 1966.

Kirk C. Waite
Notary Public

My Commission Expires: 4-30-68

NOTICE OF MECHANIC'S LIEN

WHEREAS, Corlew & Perry of 3017 Nolensville Road, Nashville, Davidson County, Tennessee, did furnish labor and materials for the improvement of a structure and land hereinafter described, owned by Mr. and Mrs. E. D. Covington said materials having been installed and used upon the improvement of said land and improvement thereon by contract between George Napier of 1124 Stockell, Nashville, Tennessee, and Corlew & Perry a subcontractor on the job, the amount owing for said labor, materials and installation, being the sum of four hundred fifteen and no/100 dollars ($415.00).

WHEREAS, said labor, materials and installation were used upon and in a residence structure and improvement of the land upon which the said residence is erected upon the said real property which is situated in Davidson County, Tennessee, described as follows:

> Land in Davidson County, Tennessee, being Lot #54 on the Map of Southlake Subdivision, Section II, as of record in Book 2083, page 84, R.O.D.C.
>
> Said Lot #54 fronts 122.05 feet on the Easterly side of Lake Park Drive and runs back between lines 156.4 feet on the Northerly line and 154.7 feet on the Southerly line to a dead line in the rear on which it measures 22 feet thereon.
>
> Being the same property conveyed to Elton O. Covington and wife, Frances C. Covington by deed from C. C. Adams and wife, Irene H. Adams of record in Book 2345, page 473, R.O.D.C.

WHEREAS, the said labor and materials were furnished on the 7th day of May, 1966.

WHEREAS, payment for said labor and materials having not been made, the said Corlew & Perry hereby claims a Mechanic's Lien upon said land, structure and improvements thereon erected to the extent of said amount of four hundred fifteen and no/100 dollars ($415.00), pursuant to the provisions of Section 64-1101, et seq., Code of Tennessee, and the expense of recording this Lien Notice in the Register's Office of this County, in the sum of $2.00.

This the 7th day of July, 1966.

CORLEW & PERRY

By _____

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Comes L. C. Perry, owner of Corlew & Perry, with whom I am personally acquainted, and who, after being duly sworn, makes oath that he is familiar with the facts above set forth and that the statements contained in foregoing Lien instrument are true to the best of his knowledge, information and belief, and that there are no offsets, credits or counter-claims against the same, and that said claim is fully due, owing and unpaid, and that he has authority to execute this Lien notice and make this affidavit and acknowledgment.

Witness my hand and official seal at Nashville, Tennessee, this the 7th day of July, 1966.

_____
Notary Public

My Commission Expires: 4-30-1970

STATE OF TENNESSEE

BOOK 1033 PAGE 578

COUNTY OF DAVIDSON

Personally appeared before me, KIRK C. WAITE,
a Notary Public in and for said County and State, L. C. Perry, with whom
I am personally acquainted and who upon oath, acknowledged himself to
be owner of the within named bargainor, Corlew & Perry and being
authorized so to do, executed the foregoing instrument for the purposes
therein contained by signing the name of the company by him as owner.

Witness my hand and official seal at Nashville, Tennessee, this the
7th day of July, 1966.

Kirk C. Waite
Notary Public

My Commission Expires: 4-28-1970

No.

Carlton [illegible]

vs

E. D Covington et ux

Book 4033 Page 579

LAW OFFICES
MORROW & HARVEY
OFFICE: VE. 2-0130
5221 NOLENSVILLE ROAD
NASHVILLE 11, TENNESSEE