Installment Deed

BOOK 4056 PAGE 938

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
George B. Cole et ux.	George B. Cole	12D-5870
(NAME:)	(NAME:)	
104 Donald Street	104 Donald Street	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee	Nashville, Tennessee	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Nineteen Thousand Nine Hundred Fifty and no/100 ----------($19,950.00) ---------- *Dollars,*

of which Two Thousand Five Hundred and no/100 ----------($2,500.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Seventeen Thousand Four Hundred Fifty and no/100 ----------($17,450.00) ---------- *Dollars,*

George B. Cole and wife, Mildred J. Cole *have executed*

their promissory note of even date herewith for $17,450.00 payable to the order of W. F. Carr and wife, Dorothy G. Carr, in 234 monthly installments of $125.14 each, which include both principal and interest at the rate of 6% per annum; the first installment falling due January 1, 1967, and the others on the same day of each month thereafter until said note is paid in full.

The grantees herein agree to pay insurance premium and taxes seperate and apart from said note.

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, W. F. Carr and wife, Dorothy G. Carr,

have this day bargained and sold, and do hereby transfer and convey unto the said George B. Cole and wife, Mildred J. Cole, their *(successors), heirs and assigns,*

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

Land in the 12th Civil District of Davidson County, Tennessee, being a part of the land conveyed to Clyde L. Morris, by Carl E. Rye, as of record in book 1422, page 320, Register's Office for said County, and being a part of Parcel B of a subdivision of a tract of land conveyed by Carl E. Rye to Clyde L. Morris, of record in Plan Book 1835, page 116, said Register's Office. Said part of Parcel B, beginning on an iron pin in the southerly margin of Donald Street, north 65° 33' west 71 feet from a monument in the northwest corner of lot 34 on said plan, and the northeast corner of Parcel B of said plan, and being the northwest corner of a tract of land in Parcel B heretofore conveyed to Clyde L. Morris and Lorell Morris, to Robert L. Wilson and Hester Wilson, by deed in Deed Book 2157, page 313, said Register's Office; thence south 24° 30' west 220 feet with the westerly line of the tract conveyed to the Wilsons, to the southerly line of said subdivision; south 66° 30' west with the southerly boundary line of said subdivision 70 feet to an iron pin in the southerly margin of said Subdivision, being the southeast corner of a parcel of land heretofore conveyed to Andrew Carpenter, Trustee; thence north 18° west 225 feet passing an iron pin at 125 feet to the southerly margin of Donald Street; thence south 65° 30' east 103 feet to the point of beginning.
Being the same real property conveyed to W. F. Carr and wife, Dorothy G. Carr, by deed from Floyd M. Murphy and wife, of record in book 4037, page 372, said Register's Office.

This conveyance is made subject to 10-foot easement for public utilities along the rear line of premises, 15-foot building setback line from Donald Street, and conditions of owners certificate, as shown on plan of record in book 1835, page 116, Register's Office for Davidson County, Tennessee; and to restrictive covenants of record in book 2043, page 579, said Register's Office.

THIS INSTRUMENT WAS PREPARED BY

RAYMOND H. DARROW, ATTORNEY
235 Third Avenue North
Nashville, Tennessee

unimproved ( )
This is improved ( ) property, known as ..... (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 George B. Cole and wife, Mildred J. Cole, 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 taxes for 1966 which are prorated and assumed by the grantees.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* George B. Cole and wife, Mildred J. Cole, 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 George B. Cole and wife, Mildred J. Cole, ... *hereinafter referred to as trustors, hereby transfer and convey unto* Maxine Biggers, *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 $ 17000.00 *, 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 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 1st *day of* September, *19* 66

W. F. Carr

Dorothy G. Carr

George B. Cole

Mildred J. Cole

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Jan E Hahn, *a Notary Public in and for said County and State,* W. F. Carr and wife, Dorothy G. Carr, and George B. Cole and wife, Mildred J. Cole,

*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* 13 *day of* September, *19* 66.

Jan E Hahn
Notary Public

Commission expires 7-15-67

NOTARY PUBLIC AT LARGE
JUL. 15, 1967
STATE OF TENNESSEE

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STATE OF Tenn. }
COUNTY OF Davidson }

Personally appeared before me, Hester A. Kowalczyk, *a Notary Public in and for said County and State,* George B. Cole, Mildred J. Cole

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 Davidson Co., Tenn. *this* 13th *day of* Sept., 1966

Hester A. Kowalczyk *Notary Public*

Commission expires ~~Sept. 13, 1969~~ Oct. 18, 1966

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* ..... *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 this ..... *day of* .....

..... *Notary Public*

Commission expires .....

STATE TAX $ 29.93
PROBATE 50
TOTAL $ 30.43
SEP 15 1966
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY
PAID SEP 15 1966

INSTALLMENT DEED

FROM W. F. Carr et ux.

TO George B. Cole et ux.

2.75

43661

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

SEP 15 2 51 PM '66
NOTED. BOOK 114 PAGE 84
RECORDING FEE $ 2.75
DEP. REG. m

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

Mail W. F. Carr et ux, Co. 170 Cherokee Rd. Hendersonville Tenn