Installment Deed

BOOK 4074 PAGE 255

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Albert L. Menefee	Same	8D-77655
(NAME:) 1728 Otter Creek Road	(NAME:)	Map 129-10
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn.	(STREET ADDRESS)	Par. 44 PW
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Thirty five hundred and 00/100 ($3,500.00) *Dollars, of which* Eight hundred seventy-five and 00/100 ($875.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Two thousand six hundred twenty-five and 00/100 ($2,625.00) *Dollars,* Albert L. Menefee *has executed* his promissory note of even date herewith, payable to West Meade Park Corporation in three annual installments of $875.00 each, payable on October 24, 1967, October 24, 1968 and October 24, 1969, bearing interest at six (6%) per cent, said interest being payable annually,

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, West Meade Park Corporation, a Tennessee Corporation, has ~~now~~ does *this day bargained and sold, and* ~~do~~ *hereby transfer and convey unto the said* Albert L. Menefee, his ~~executors~~, *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being lot No. 67 on the plan of West Meade Park, Section 3, as of record in book 3300, page 23, Register's Office for said County, described as follows:
Beginning on the westerly margin of Ellesmere Road at the northwesterly corner of lot No. 55; thence with the line between lots Nos. 55 and 67 south 60° 22' west 568 feet to a point; thence north 39° 13' west 375.7 feet; thence north 72° 28' west 69.5 feet; thence north 47° 39' east 374.1 feet to the corner of lots Nos. 66 and 67; thence with the line between said lots Nos. 66 and 67, south 66° 09' east 578.6 feet to the westerly margin of Ellesmere Road; thence with same southwardly 50 feet to the point of beginning.
Being part of the real property conveyed to West Meade Park Corporation, a Tennessee corporation, by deed from Beatrice Burke, et al, of record in book 2964, page 92, and book 3031, page 496, said Register's Office.

This Instrument Prepared By:
Rebecca Thomas, Attorney
Court Square Bldg.
300 James Robertson Parkway
Nashville, Tennessee

This conveyance is made subject to easements, setback lines and conditions of owner's certificate as shown on plan of record in Book 3300, page 23; and to restrictions of record in Book 3102, page 381, (made applicable to premises by instrument of record in Book 3284, page 83,) Register's Office for Davidson County, Tennessee.

unimproved { } property, known as .....
This is improved { }
(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 Albert L. Menefee, his

West Meade Park Corporation

heirs and assigns forever. I *covenant* S *that* 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 taxes for 1966 which have been prorated and are assumed by the grantee.

West Meade Park Corporation

I *further covenant* and *bind* itself, its successors and assigns, *to warrant and forever defend the title to said real estate to said* Albert L. Menefee, his

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 Albert L. Menefee

hereinafter referred to as trustors, hereby transfer and convey unto James E. Patterson, *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 full insurable value *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 25th day of October, *19* 66.



WEST MEADE PARK CORPORATION

By Glenn D. Patterson
President

James E. Patterson
Secretary

Albert L. Menefee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Rebecca Thomas, *a Notary Public in and for said County and State,* Albert L. Menefee,

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

Witness my hand and official seal at Nashville, *Tennessee, this* 27th *day of* October, *19*66.

Rebecca Thomas
Notary Public

Commission expires 2-12-67

DAVIDSON CO. 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, Rebecca Thomas *, a Notary Public of the State and County aforesaid, personally appeared* James B. Turner and James E. Patterson *, with whom I am personally acquainted, and who, upon oath, acknowledged* themselves *to be* President and Secretary, respectively *of the* West Meade Park Corporation *, the within named bargainor, a corporation, and that* they *as such* President and Secretary *, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporatoin by* themselves *as* President and Secretary.

Witness my hand and seal, at office in Nashville, Tennessee *,*
this 25 *day of* October *, 19* 66.

Rebecca Thomas *Notary Public*

Commission expires 12-12-67

STATE TAX $ 5.25
PROBATE .50
TOTAL $ 5.75

NOV 3 1966

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

PAID NOV 3 - 1966

STATE TAX $ .63
PROBATE .50
TOTAL $ 1.13

NOV 3 1966

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

PAID NOV 3 1966

INSTALLMENT DEED

FROM

West Meade Park Corporation

TO

Mr. Albert L. Menefee

49876

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

Nov 3 10 22 AM '66

NOTED: BOOK 115 PAGE 274
RECORDING FEE $ 2.75
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