Send Tax bills to: Julius Paschall
1224 Avondale Circle
Nashville, Tennessee

Map 71-2
Par. 52

INSTALLMENT DEED

BOOK 4080 PAGE 48

For and in Consideration of the sum of $3,000.00

Three Thousand & No/100---------- Dollars,

of which Two Hundred, sixty-nine & 56/100 ($269.56) Dollars,

has been paid in cash by Julius Paschall & wife, Doris Paschall

the receipt of which is hereby acknowledged, and for the remainder Twenty Seven Hundred,

Thirty & 44/100 ---------- ($2,730.44)---------- Dollars,

the said Julius Paschall & wife, Doris Paschall have

Agreed to assume Loan of $1,780.44 at Southern Federal Savings and Loan Association, payable $34.28 per month Recorded in Book 3140, Page 131, Registers Office, Davidson County, and for the remainder of $950.00, the said Julius Paschall & wife, Doris Paschall, agree to pay $11.41 per month, first said note due December 21, 1966.

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, we, Ezell Dickerson & Jim Stevens

have this day bargained and sold, and do hereby transfer and convey unto the said Julius Paschall & wife, Doris Paschall their heirs and assigns,

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

Being Lot No. 22 on the Map of E. C. Scrugg's First Avondale Plan of lots, of record in Book 161, page 13, Register's Office for Davidson County, Tennessee.

Said Lot No. 22 fronts 50 feet on the northerly side of Stratford Avenue and runs back between parallel lines 149 feet to an alley.

Being the same property conveyed to Jim Stevens and Ezell Dickerson by deed from Elton Day and wife, Shirley B. Day of record in Book 4074, page 390, Register's Office, Davidson County, Tennessee.





This instrument was prepared by:
Grissim & Snort
Court Square Building
James Robertson Parkway
Nashville, Tennessee

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Julius Paschall & wife, Doris Paschall

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, our heirs and representatives, to warrant and forever defend the title to said real estate to said Julius Paschall & wife, Doris Paschal

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 in hand paid, , the said Julius Paschall & wife, Doris Paschall

do hereby transfer and convey unto Hunter Short, 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 Julius Paschall & wife, Doris Paschall

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 $ 2,000.00 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 Julius Paschall & wife, Doris Paschall 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 Julius Paschall & wife, Doris Paschall 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 Hunter Short, 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 Julius Paschall & wife, Doris Paschall and Ezell Dickerson & Jim Stevens hereunto set our hands at Nashville, Tennessee, this the 21st day of November 1966

Julius Paschall
Doris Paschall
Jim Stevens
Ezell Dickerson

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Madeline R. Gay, a Notary Public in and for said County and State, the within named Julius Paschall, Doris Paschall, Ezell Dickerson and Jim Stevens

the 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 21st day of November, 1966

Commission Expires October 28, 1969

Madeline R. Gay, Notary Public.

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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 TAX $ 4.50
PROBATE .50
TOTAL $ 5.00

NOV 23 1966

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID NOV 23 1966

STATE TAX $ 73
PROBATE .50
TOTAL $ 1.23

NOV 23 1966

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

52133

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

NOV 23 2 19 PM '66
NOTED: BOOK 115 PAGE 377
RECORDING FEE $ 2.50
DEP. REG. m

INSTALLMENT DEED

FROM

Ezell Dickerson and
Jim Stevens

TO

Julius Paschall & wife,
Doris Paschall

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

STATE OF TENNESSEE }
Davidson County }

Before me, ______________ a Notary Public within and for the State and County aforesaid, personally appeared ______________ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the ______________ and ______________ respectively of the ______________ the within named bargainor, a corporation, and that (he / they) as such ______________ and ______________ being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said ______________ as such ______________ and attesting the same by the said ______________ as such ______________

Witness my hand and official seal at office at ______________ on this the ______________ day of ______________ 19____

My commission expires ______________

____
Notary Public