Installment Deed

BOOK 4080 PAGE 961

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Mrs. Margaret Jean Dixon	Same	
(NAME)	(NAME)	
1609 Long Avenue		Par. W23-2120
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37206		Map 94-1 Par. 425
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ($7,000.00)

- - - - - - - - - - - - - Seven Thousand & No/100 - - - - - - - - - - - - - *Dollars,*

of which ($1,014.36)

- - - One Thousand, Fourteen & 36/100 - - - - - - - - - - - - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ($5,985.64)

- - - - - - - - Five Thousand, Nine Hundred Eighty-five & 64/100 - - - - - - - - *Dollars,*

Margaret Jean Dixon, a Widow, the Grantee hereinafter named, *has* *executed* one (1) Promissory Lien Note of even date herewith, payable to the Order of Bryant Blackwell and Nila Jean Blackwell, in the principal sum of $1,400.00, in monthly installments as follows: On the 10th day of December, 1966, the sum of $15.55, and thereafter a like amount on the 10th day of each succeeding month. Said payments to be applied first to payment of interest at the rate of 6% per annum, on the principal sum or so much as shall from time to time remain unpaid, and the remainder to be applied to the payment of the principal sum, until the entire amount, both principal and interest has been paid in full. And for the remainder, the said Grantee hereby assumes and agrees to pay the unpaid balance of one (1) promissory lien note in the original principal amount of $6,350.00, now reduced to $4,585.64, payable as therein specified, the payment of said note being secured by a Deed of Trust executed by
*(See Next Page)
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, Bryant Blackwell and wife, Nila Jean Blackwell,

have this day bargained and sold, and do hereby transfer and convey unto the said

Margaret Jean Dixon, a Widow,

her *(successors), heirs and assigns,*

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

Being Lot No. 187 on the Plan of Edgefield Land Company's First Addition, as of record in Book 57, Page 130, Register's Office for said County.

Said Lot No. 187 fronts 50 feet on the northerly side of Long Avenue and runs back between parallel lines, which are parallel to and 130 feet east of the easterly margin of 16th Street, 150 feet to an alley.

Being the same real property conveyed to Bryant Blackwell and wife, Nila Jean Blackwell, by deed from Robert B. Hendley and wife, Marjorie G. Hendley, of record in Book 3182, Page 423, said Register's Office.

*(Continued from Preceding Page)

Robert B. Hendley and wife, Marjorie G. Hendley, to Don M. Powell, Trustee, dated November 11, 1958, filed November 14, 1958, and recorded in Book 2871, R.O.D.C., Tenn.

Said above described note and Deed of Trust securing the same has been assigned to the Teachers Insurance and Annuity Association of America, by an instrument of record in Book 2941, Page 73, Register's Office for said County.

It is hereby understood and agreed that the Escrow Account now held by Lovell & Malone, Inc., of Nashville, Tennessee, is to be transferred to the Grantee.

unimproved ( ) This is improved (X) property, known as 1609 Long Avenue, (House Number) (Street) Nashville, Tennessee 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 Margaret Jean Dixon, a Widow, her *(successors), heirs and assigns forever.* We *covenant that* we *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 hereinabove stated and Taxes for the year 1966 which have been prorated and assumed by the said Grantee.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Margaret Jean Dixon, a Widow, her *(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 Margaret Jean Dixon, a Widow, *hereinafter referred to as trustors, hereby transfer and convey unto* Farris W. Sielert, *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 $ 6,350.00 *, 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 10th *day of* November, *19* 66

X Bryant Blackwell X

X Nile Jean Blackwell X

Margaret Jean Dixon

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, F C Hardaway, *a Notary Public in and for said County and State,* Margaret Jean Dixon, a Widow,

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

Witness my hand and official seal at Nashville, Davidson County, *Tennessee, this* 15 *day of* November, *19* 66

F C Hardaway
Notary Public

Commission expires Oct. 25-1967

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STATE OF FLORIDA }
COUNTY OF Volusia }

Personally appeared before me, Louise H. Walker, *a Notary Public in and for said County and State,* Volusia, State of Fla, Bryant Blackwell and wife, Nild Jean Blackwell, *the within named bargainors, with whom I am personally acquainted, and who acknowledged that* they have *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Holly Hill, Fla Volusia Co., *this* 14th *day of* November, 1966.

Louise H Walker *Notary Public*

Commission expires Notary Public, State of Florida at Large
My Commission Expires April 22, 1968
Bonded By American Fire & Casualty Co.

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 .....

52478

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

Nov 28 2 26 PM '66
NOTE: BOOK 115 PAGE 392
RECORDING FEE $ 2.75
DEP. REG. C

STATE TAX $ 1.50
PROBATE $ 1.00
TOTAL $ 2.50

NOV 28 1966

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

PAID NOV 28 1966

INSTALLMENT DEED

FROM

Bryant Blackwell, Et Ux

TO

Margaret Jean Dixon, a Widow,

Deed Prepared By:
David C. Rutherford, Attorney
306 Nashville Bank & Trust Bldg.
Nashville, Tenn.

Compliments of

y Title Company

A Division of

Title Insurance Company

rican Trust Building

. Cor. Third & Union

VILLE, TENNESSEE