Prepared by John Kelley, Atty
Nashville Bank & Trust Building
Nashville, Tenn.
Mail tax statement to Edwin B. Raskin, Jr., 415 Church St., Nashville, Tenn.

BOOK 4098 PAGE 386

Map 129
Par. 4
no

Installment Deed

FOR AND IN CONSIDERATION of the sum of One Hundred and Ten Thousand no/100--
----------($110,000.00)---------- *Dollars,*
of which ----------Thirty Thousand and no/100----------
----------($30,000.00)---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder of Eighty Thousand and
no/100 ($80,000.00)---------- *Dollars,*
Edwin B. Raskin, Trustee,
has executed

an installment deed note payable to John Wynne Kelley and wife, Myrtle Kelley, at such time as construction is commenced upon the property herein conveyed or within two years from the date of said note, which ever is earlier, and calling for interest at the rate of six (6%) per cent per annum;

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, John Wynne Kelley and wife, Myrtle Kelley

have this day bargained and sold, and do hereby transfer and convey unto the said Edwin B. Raskin, Trustee, his (*successors*), *heirs and assigns, certain real estate in* Davidson *County, Tennessee, as follows:*

Land in the 9th, formerly the 11th, Civil District of Davidson County, Tennessee, described as follows:

Beginning at a point on the southeasterly margin of the New Harding Road, known as Highway No. 1 or Memphis to Bristol Highway, the northwest corner of a tract of land formerly owned by Susan Breen, now by Sallie Goode, et al; and running thence with the southeasterly margin of said Highway, south 56° 03' west 333 feet, more or less, south 50° 32' west 321 feet and southwesterly 135 feet, more or less, to the northeast corner of the John McNamara tract of land, formerly owned by Henry Arnold, thence south 1° west, with the eastern boundary line of said tract, 868 feet, more or less, to a stone, the southeast corner of said tract; thence easterly 594 feet to a stone, the southwest corner of said old Susan Breen tract of land, now owned by Mrs. Sallie Goode and others; thence north 1° east, with their western boundary line, 1376 feet, more or less, to the beginning, containing 15.33 acres, more or less.

Included in the above description, but excluded therefrom is a tract of 3.81 acres, more or less, vested in the State of Tennessee by decree of the Third Circuit Court of Davidson County, Tennessee, in the cause of W. M. Leech, Commissioner, etc. vs. John Wynne Kelley and wife, Myrtle Kelley, Rule No. 54472, of record in Minute Book 56, page 534, of said Court, a certified copy of which is of record in book 2749, page 405, Register's Office for said County.

Being part of the real property conveyed to John Wynne Kelley and wife, Myrtle Kelley, by deed from W. R. Perkins, Jr., Trustee, of record in book 2249, page 261, said Register's Office.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto, belonging, to the said Edwin B. Raskin, Trustee, his *(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, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Edwin B. Raskin, Trustee, his *(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 Edwin B. Raskin, Trustee *hereinafter referred to as trustors, hereby transfer and convey unto* John W. Kelley, Jr., *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 $ none, *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 31st *day of* January, 19 67.

John Wynne Kelley

Myrtle Kelley

Edwin B. Raskin, Trustee

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Alice McMahon, *a Notary Public in and for said County and State,* John Wynne Kelley and wife, Myrtle Kelley, and Edwin B. Raskin, Trustee *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* 31st *day of* January, 1967.

Alice McMahon *Notary Public*

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires April 26, 1970

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59092

Compliments of

Madison Title Company

MADISON, TENNESSEE

Representing

Southern Title Insurance Company

4277 Lyons View Pike

KNOXVILLE, TENNESSEE

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JAN 31 2 57 PM '67

NOTED. BOOK 115 PAGE 693

RECORDING FEE $ 2.50

DEP. REG. M

INSTALLMENT DEED

[illegible]

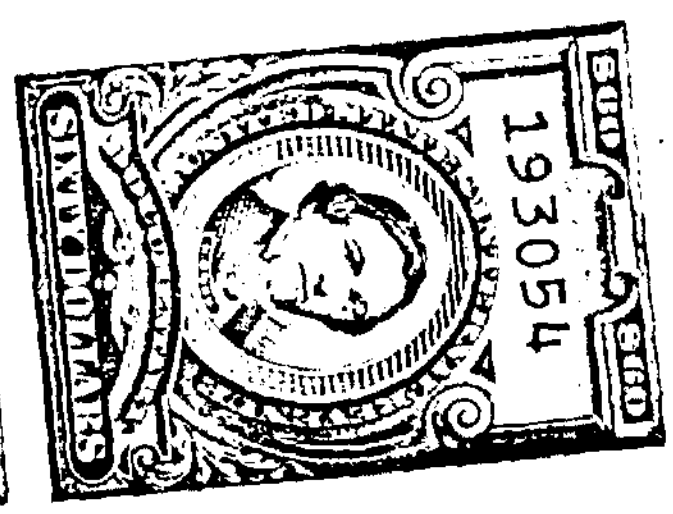
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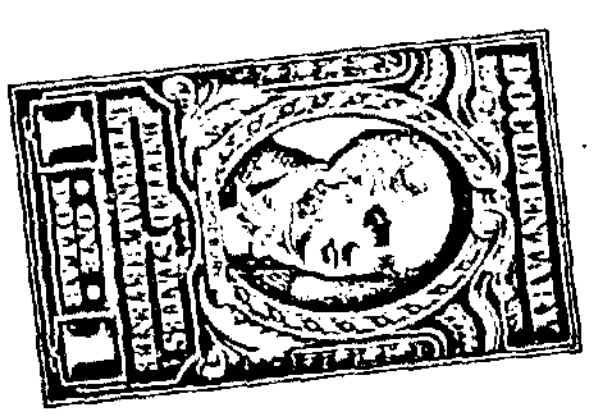
John Wayne Kelley

TO

Edward [illegible]







STATE TAX $ 165.00
PROBATE .50
TOTAL $ 165.50

JAN 31 1967

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

PAID JAN 31 1967
RS

STATE TAX $ 78.00
PROBATE .50
TOTAL $ 78.50

JAN 31 1967

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

PAID JAN 31 1967
RS

STATE OF TENNESSEE
COUNTY OF ______

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 corporation by ______self as ______.

Witness my hand and seal, at office in ______, this ______ day of ______, 19___.

______ *Notary Public*

Commission expires ______

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 ______

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