Address new owners:
A. J. Hammitt et ux
1205 Stratton Avenue
Nashville, Tennessee

Send tax bills to:
Charles D. Lovelady
728 Gallatin Road
Nashville, Tennessee



This instrument prepared by Edward W. Lee, Jr., Atty., 304 - 2nd Ave., N., Nashville, Tenn.

# Installment Deed

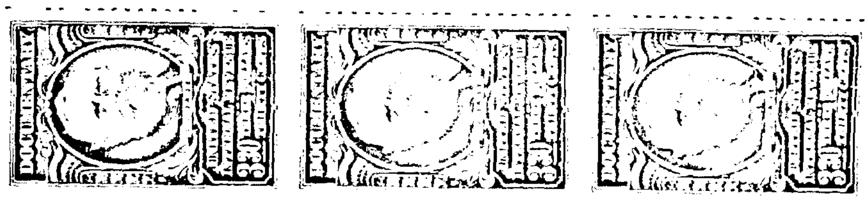
Map. 83-5
Par. 290 pw

*FOR AND IN CONSIDERATION of the sum of* Eight Thousand Nine Hundred Fifty and No/100 - - - - - - - - - - - - - - -($8,950.00)- - - - - - - - - - - - - - - *Dollars,*

*of which* Three Hundred and No/100- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -($300.00)- - - - - - - - - - - - - - *Dollars, has been paid in cash,*

*the receipt of which is hereby acknowledged, and for the remainder* Eight Thousand Six Hundred Fifty and No/100- - - - - - - - - - - - - - - - -($8,650.00)- - - - - - - - - - - - - - - *Dollars,* (which said figure includes the remaining unpaid balance of $6,800.00 secured by the first deed of trust as hereinbelow mentioned),

The said A. J. Hammitt and wife, Margaret C. Hammitt *have executed* their one note of even date herewith in the original principal amount of $8,650.00, payable to the order of Charles Hillman Lovelady and wife, Gwendolyn Lovelady, Charles D. Lovelady and wife, Norma D. Lovelady in monthly installments of $55.74 each, to be applied first to interest at the rate of 6% per annum and balance to principal, until the entire amount, both principal and interest, shall have been paid in full.



*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,* Charles Hillman Lovelady and wife, Gwendolyn Lovelady, Charles D. Lovelady and wife, Norma D. Lovelady

*have this day bargained and sold, and do hereby transfer and convey unto the said* A. J. Hammitt and wife, Margaret C. Hammitt

their *(successors), heirs and assigns,*

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

Being Lot No. 4 in Block A, of F. O. Beazley's Subdivision, a plan of which subdivision is recorded in Book No. 57, page 85, Register's Office for said County.

Said Lot No. 4 fronts 50 feet on the northerly side of Stratton Avenue, and runs back between parallel lines 170 feet to an alley.

Being the same property conveyed to Charles Hillman Lovelady and wife, Gwendolyn Lovelady and Charles D. Lovelady and wife, Norma D. Lovelady, by deed from Mabel L. Matthews, of record in Book 3964, page 361, Register's Office for said County.

This conveyance is made subject to a first mortgage in the original principal amount of $7,500.00, payable to the order of George B. Potts and wife, Mabel D. Potts in monthly installments of $50.00 and secured by a deed of trust executed by Charles Hillman Lovelady and wife, Gwendolyn Lovelady and Charles D. Lovelady and wife, Norma D. Lovelady to J. L. Chrisman, Trustee, as of record in Book 3964, page 343, Register's Office for Davidson County, Tennessee. The grantors herein agree that the monthly installments of $55.74 each, are to be applied first to the payments on the first mortgage as herein set out, until such time as said first mortgage is paid in full, both principal and interest, and further agree to secure a full release of same. The grantors herein further agree that in the event that said first mortgage should become delinquent, then the grantees herein reserve the right to apply such payments to said first mortgage, so as to prevent any default in said first mortgage, and apply any residue from said monthly payments to the payment of any sums owing to the grantees herein.

In addition to the agreement as hereinabove set out, and to better secure the lien note, we the grantees hereby agree to pay to the grantors an additional sum of $17.26 per month, simultaneously with the monthly payments on said note, representing 1/12 of the yearly fire insurance premium and taxes, and grantors shall pay said taxes and insurance premiums as they become due and payable. Adjustments may be made periodically, depending upon an increase or decrease in said taxes or insurance premiums.

*TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said* grantees *their (successors), heirs and assigns forever.* we do *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 as herein above set out.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* grantees, 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* grantees *hereinafter referred to as trustors, hereby transfer and convey unto* Hubert G. Peeler, *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 $* 8,000.00, *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* 8th *day of* February, *19* 67

Charles Hillman Lovelady
Charles Hillman Lovelady

Gwendolyn Lovelady
Gwendolyn Lovelady

Charles D. Lovelady
Charles D. Lovelady

Norma D. Lovelady
Norma D. Lovelady

A. J. Hammitt
A. J. Hammitt

Margaret C. Hammitt
Margaret C. Hammitt

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* William J. Duff, *a Notary Public in and for said County and State,* Charles Hillman Lovelady and wife, Gwendolyn Lovelady, Charles D. Lovelady and wife, Norma D. Lovelady, A. J. Hammitt and wife, Margaret C. Hammitt

*the within named bargainors, 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* 8th *day of* February, *19* 67.

*Commission expires* June 13, 1967

William J. Duff *Notary Public*

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,* ....., *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*.....

FILE:
Nashville Mortgage & Realty Co.

# INSTALLMENT DEED

FROM
Charles Hillman Loveladys, et al
to J. HAMMITT ET UX

TO
A. J. Hammitt, et ux
HUBERT G. PEELER, TRUSTEE

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

FEB 8 4 21 PM '67

HOTCO. BOOK 115 PAGE 739

RECORDING FEE 3.50

DEP. REG. .....

6 0 0 9 6

BOOK 4101 PAGE 53

Compliments of

**Guaranty Title Company**

A Division of

Kansas City Title Insurance Company

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

STATE TAX $ 1.50 1343
PROBATE
TOTAL $ 1343

FEB 8 1967

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

PAID FEB 8 - 1967 RS

STATE TAX $ 1.50 1.25
PROBATE
TOTAL $ 7.15

FEB 8 1967

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

PAID FEB 8 - 1967 RS